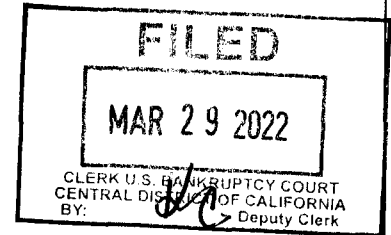


1 IVAN RENE MOORE,
2 1236 SOUTH REDONDO BLVD
3 LOS ANGELES, CA 90019

4 PETITIONER, IN PRO PER



5
6 UNITED STATES BANKRUPTCY COURT
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA
8 LOS ANGELES DIVISION

9 In re: Kimberly Barbour,

10 Debtor.

)
) Case No.: 2:16-bk-22878-BR

11) Adversary No.:

12) Chapter 7

13 IVAN RENE MOORE,

14 Plaintiff,

15)
) VERIFIED COMPLAINT FOR DAMAGES
) FOR:

16 KIMBERLY BARBOUR (aka) KIMBERLY
17 MARTIN-BRAGG, STEVEN A. SCHUMAN,
18 LEE T. DICKER, LEONARD, LAW
19 OFFICE OF PETER M. LIVELY, DICKER &
20 SCHREIBER LLP, and DOES 1 through 10,
21 Defendants.

- 22) 1. BANKRUPTCY FRAUD (18 U.S.C. §
23) 157)
24) 2. BANKRUPTCY FRAUD (18 U.S.C. §
25) 152)
26) 3. BANKRUPTCY FRAUD (11 U.S.C. §
27) 521)
28) 4. INDEPENDENT ACTION FOR RELIEF
FROM DISCHARGE ORDER TO
REMEDY FRAUD UPON THE COURT
(FED. R. CIV. P. 60(d)(3))
5. CAUSES OF ACTION UNDER 11
U.S.C. § 523 (a)(6)
6. CAUSES OF ACTION UNDER 11
U.S.C. § 727(a)(3)
7. DAMAGES

DEMAND FOR JURY TRIAL ON ALL
CLAIMS

ORIGINAL

1 Plaintiff, Judgment Creditor, Ivan Rene Moore, ("Plaintiff" or "Creditor"), Creditor of the
2 above-named Debtor, Kimberly Barbour aka Kimberly Martin-Bragg ("Defendant"), hereby
3 object to the entry of discharge in the above-entitled bankruptcy case pursuant to 11 U.S.C. § (a)
4 523 (a)(6) and Rule 4004 of the Federal Rules of Bankruptcy Procedure, and alleges as follows:
5

6
7 **I**
PRELIMINARY STATEMENT

8 1. Plaintiff alleges that, the Debtor and Defendant, KIMBERLY BARBOUR, acting in
9 concert with Defendants, STEVEN A. SCHUMAN, LEE T. DICKER, LEONARD, LAW
10 OFFICE OF PETER M. LIVELY, DICKER & SCHREIBER LLP, knowingly and intentionally
11 committed a fraudulent act by failing to list an asset on the appropriate bankruptcy schedule to
12 prevent the creditor's property from being considered by the Bankruptcy Court and the
13 Bankruptcy Trustee; and knowingly made false statement in the bankruptcy paperwork, falsified
14 financial documents used to support a credit request and misrepresented the debtor's worth in
15 Kimberly Barbour's statements and schedules in order to qualify for a Chapter 7 bankruptcy
16 proceeding in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**
17

18
19 2. Fed. R. Civ. P. 60(d)(3) sets forth grounds upon which the Court may relieve a party
20 from a final judgment or order. Rule 60(d)(3) explains that "[t]his rule does not limit a court's
21 power to set aside a judgment for fraud on the court." Rule 60(d)(3) is a codification of the Court's
22 "inherent power ... to investigate whether a judgment was obtained by fraud." Universal Oil
23 Products Co. v. Root Ref. Co., 328 U.S. 575, 580 (1946). "There is no statute of limitations for
24 fraud on the court. And jurisdiction exists to consider such a claim even if there are no adversary
25 parties then present before the court." Valerio v. Boise Cascade Corp., 80 F.R.D. 626, 640 n.10
26 (N.D. Cal. 1978) aff'd, 645 F.2d 699 (9th Cir. 1981).
27
28

1 3. Fraud on the court embraces “only that species of fraud which does or attempts to,
2 defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial
3 machinery cannot perform in the usual manner its impartial task of adjudging cases that are
4 presented for adjudication.” Anand v. CITIC Corp. (In re Intermagnetics Am., Inc.), 926 F.2d 912,
5 916 (9th Cir. 1991). The inquiry must focus upon “whether the alleged fraud harms the integrity of
6 the judicial process”: “[T]ampering with the administration of justice in the manner indisputably
7 shown here involves far more than an injury to a single litigant. It is a wrong against the
8 institutions set up to protect and safeguard the public, institutions in which fraud cannot.
9

10
11 4. This independent action is brought under Fed. R. Civ. P. Rule 60(d)(3) and Fed. R.
12 Civ. P. 60(b)(3) for relief from judgment to Remedy Fraud Upon The Court, and the filing of
13 fraudulent Bankruptcy by the Defendants in the instant adversary proceeding complaint for
14 fraudulent Bankruptcy and for damages.
15

16 5. The Debtor/Defendant, KIMBERLY BARBOUR, acting in concert with Defendants,
17 STEVEN A. SCHUMAN, LEE T. DICKER, LEORNARD, LAW OFFICE OF PETER M.
18 LIVELY, DICKER & SCHREIBER LLP, orchestrated an unconscionable plan or scheme which
19 is designed to improperly influence the Bankruptcy court in its decision by intentionally, willfully,
20 knowingly and purposefully under-reported Kimberly Martin-Bragg aka Kimberly Barbour’s
21 income in her statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding.
22

23 6. For remedy concerning unconscionable plan or scheme which is designed to
24 improperly influence the court, *please see*, Abatti v. Commissioner, 859 F.2d 115, 118 (9th
25 Cir.1988).
26

27 //

28 //

1 7. Plaintiff will show by clear and convincing evidence that The Debtor/Defendant,
2 KIMBERLY BARBOUR, acting in concert with Defendants, STEVEN A. SCHUMAN, LEE T.
3 DICKER, LEORNARD, LAW OFFICE OF PETER M. LIVELY, and DICKER & SCHREIBER
4 LLP, committed fraud upon the court by failing to list an asset on the appropriate bankruptcy
5 schedule to prevent the creditor's property from being considered by the Bankruptcy Court and the
6 Bankruptcy Trustee; and knowingly made false statement in the bankruptcy paperwork, and by
7 proffering falsified financial documents as evidence to support a credit request and
8 misrepresented the debtor's worth in Kimberly Barbour's statements and schedules in order to
9 qualify for a Chapter 7 bankruptcy proceeding in violation of 18 U.S.C. § 157, 18 U.S.C. § 152,
10 and 11 U.S.C. § 521.

13 8. Plaintiff will show, by clear and convincing evidence that, LAW OFFICE OF PETER
14 M. LIVELY, a law firm of law corporation, STEVEN A. SCHUMAN, an Officer of the Court,
15 LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of
16 law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
17 orchestrated unconscionable schemes to deceive this court and made misrepresentations directed
18 at the judicial machinery in their schemes to deprive Plaintiff, IVAN RENE MOORE of his
19 Constitutionally protected property interests and Plaintiff, IVAN RENE MOORE's rights to the
20 State Court jury verdict which arises from intentional and malicious injury to Plaintiff person and
21 property as defined under 11 U.S.C. § 523(a)(6).

24 9. Rule 60(d)(3) provides that "[t]his rule does not limit a court's power to . . . set aside a
25 judgment for fraud on the court" (emphasis added). Therefore, relief based on fraud on the court
26 is not subject to the one-year time limit.

1 Further, the Supreme Court has noted that relief from judgment for fraud on the court is
2 “available to prevent a grave miscarriage of justice.” *United States v. Beggerly*, 524 U.S. 38, 47
3 (1998).
4

5
6 **II**
7 **JURISDICTION AND VENUE**
8

9 10. This is an adversary proceeding in which the Plaintiff is seeking damages for
10 Bankruptcy Fraud and for invalidation of charge order based on 11 U.S.C. § 523 (a)(6).
11

12 11. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §
13 523.
14

15 12. This is a non- core proceeding pursuant to 28 U.S.C. § 157.

16 13. This court has jurisdiction over this Adversary proceeding pursuant to 28 U.S.C. §
17 1334, as a civil proceeding for Bankruptcy Fraud arising under the United States Bankruptcy Code
18 or arising in a case commenced under the Bankruptcy Code; and under 28 U.S.C. § 157 as a Civil
19 proceeding which constitute a non-core proceeding for Bankruptcy Fraud.

20 14. Venue is proper and lies in this Central District of California, pursuant to 28 U.S.C. §§
21 1408(1) and 1409(a), as this is a proceeding arising under the Bankruptcy Code or arising in a case
22 commenced by the Debtor under Chapter 7 of the Bankruptcy Code in the Central District of
23 California.
24

25 //

26 //

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28 //

**III
PARTIES**

15. Plaintiff, and Judgment Creditor, Ivan Rene Moore, ("Plaintiff"), is now, and at all times relevant to this action, domiciled in County of Contra Costa, State of California.

16. Defendant, and Judgment Debtor, Kimberly Barbour aka Kimberly Martin-Bragg, ("Defendant" or "Debtor"), is now, and at all times relevant to this action, domiciled in County of Contra Costa, State of California.

17. Defendant, and Judgment Debtor, Kimberly Barbour aka Kimberly Martin-Bragg, ("Defendant" or "Debtor"), is now, and at all times relevant to this action, domiciled in County of Contra Costa, State of California.

18. Defendant, STEVEN A. SCHUMAN, SBN#: 142834, is an Officer of the Court, ("Defendant"), is now, and at all times relevant to this action, domiciled in the State of California.

19. Defendant, LEE T. DICKER, SBN#: 48953, is an Officer of the Court, ("Defendant"), is now, and at all times relevant to this action, domiciled in the State of California.

20. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned in this Complaint, Defendant, LEONARD, DICKER & SCHREIBER LLP, a law firm or law Corporation, organized and existing under the laws of the State of California.

21. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned in this Complaint, Defendant, LAW OFFICE OF PETER M. LIVELY, a law firm or law Corporation, organized and existing under the laws of the State of California.

22. The true names, identities, and capacities, whether individual, corporate, associate or otherwise of Defendants DOES 1 through 25 are unknown to Plaintiff, who, therefore, sues said Defendants by such fictitious names. When the true names, identities, and capacities of said Defendants are ascertained, Plaintiff will seek leave to amend this complaint accordingly.

1 Each of the Defendants designated herein as a DOE is responsible negligently, intentionally,
2 tortuously or in some other actionable manner including, but not limited to, the causes of action
3 alleged herein, for the events referred to herein, and caused damages to Plaintiff as herein alleged.
4

5 23. At all relevant times discussed herein each Defendant, including those fictitiously
6 named, was the agent, employee, and servant of all the remaining Defendants; and, in doing the
7 things alleged herein, was acting within the course and scope of said agency and employment.
8 Unless specifically indicated otherwise, all references in this complaint to Defendants, LAW
9 OFFICE OF PETER M. LIVELY, LEONARD, DICKER & SCHREIBER LLP, STEVEN A.
10 SCHUMAN, an Officer of the Court, LEE T. DICKER, and Officer of the Court, and
11 KIMBERLY BARBOUR, shall also refer to their agents, officers, directors, managers, and
12 employees, and to all fictitiously named Defendants.
13
14

15
16 IV
FACTUAL ALLEGATION
17

18 24. On July 29th, 2013, the State court Jury found the Debtor, Kimberly Martin-Bragg aka
19 Kimberly Barbour liable to Ivan Rene Moore for intentional and malicious injuries. Specifically,
20 the State Court Jury held Ms. Bragg liable to Mr. Moore for Conversion, and awarded Mr. Moore
21 \$2.5 million in damages and **\$650,000.00** in damages for lost profits for a total of **\$3.15 million**
22 for conversion (**See, Exhibit A**). Additionally, the State Court jury found Ms. Bragg liable to Mr.
23 Moore for Trespass to Chattel and awarded Mr. Moore **\$2.5 million** in damages for trespass to
24 chattel, and **\$650,000.00** in damages for lost profits for a total of **\$3.15 million** for trespass to
25 chattel (**See, Exhibit B**).
26
27
28

1 Accordingly, the total amount of the jury award for Ms. Bragg's inattentional and
2 malicious injuries to Mr. Moore and to the property of Mr. Moore was **\$6,300,000.00. (6.3**
3 **million dollars).**

4
5 25. Subsequently, on November 8, 2013, Hon. Judge Michelle Rosenblatt who presided
6 over case reduced the jury award to **\$3.15 million** for the intentional and malicious injuries to Mr.
7 Moore and to the Property of Mr. Moore caused by Ms. Bragg by way of interlocutory judgment

8 26. On May 23, 2016, the Court entered a final Judgment incorporating and superseding
9 the Interlocutory Judgment.

10
11 27. Consequently, on March 24, 2014, Ms. Bragg filed Bankruptcy is Case
12 No. Case 2:14-bk-15698-ER, seeking to discharge the Judgement of **\$3.15 million.** However, that
13 bankruptcy case was dismissed. In dismissing that Bankruptcy case **Hon. Ernest Roble stated**
14 the following:

15
16 **The Court is sympathetic to the challenges of the Debtor in state court. However, it is**
17 **not this Court's province, as a Federal Bankruptcy Court, to usurp the role of the**
18 **state court. The state court has separate duties. This Court's obligation, under Title**
19 **11, Chapter 11, is to, among other things, permit debtors to timely and reasonably**
20 **reorganize their debts. Reorganization is not happening here. Although this case has**
21 **been pending for over a year, the Debtor has evidenced no effort or present capability**
22 **to proceed toward confirmation. (Please See, Exhibit C,**
23 **at. p. 2, ¶ 2.).**

24 28. Subsequently, the Debtor and Defendant, Kimberly Barbour aka Kimberly Martin-
25 Bragg, employed LAW OFFICE OF PETER M. LIVELY, LEONARD, DICKER &
26 SCHREIBER LLP, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, who,
27 acting in concert with Defendant, Kimberly Barbour, orchestrated unconscionable plan or scheme
28 which is designed to improperly influence the Bankruptcy Court and the Bankruptcy Trustee in
their decisions in this case.

1 29. Plaintiff alleges that Defendants, Kimberly Barbour aka Kimberly Martin-Bragg, LAW
2 OFFICE OF PETER M. LIVELY, LEONARD, DICKER & SCHREIBER LLP, STEVEN A.
3 SCHUMAN, an Officer of the Court, LEE T. DICKER knowingly and intentionally committed a
4 fraudulent act by failing to list assets on the appropriate bankruptcy schedule to prevent the
5 creditor's property from being considered by the Bankruptcy Court and the Bankruptcy Trustee.
6

7 30. 11 U.S.C. § 350(a) provides that when an estate is fully administered and the court has
8 discharged the trustee, the court shall close the case". 11 U.S.C. § 350(a). Thereafter, a closed case
9 may be reopened pursuant to § 350(b), which provides that "a case may be reopened in the court
10 in which such case was closed to administer assets, to accord relief to the debtor, or for other
11 cause." 11 U.S.C. § 350(b). "While the Code does not define 'other cause', the decision to
12 reopen or not is discretionary with the court, which may consider numerous factors including
13 equitable concerns, and ought to emphasize substance over technical considerations." Critical Care
14 Support Servs. v. United States (In re Critical Care Support Servs.), 236 B.R. 137, 140 (Bankr.
15 E.D.N.Y. 1999) (quoting Batstone v. Emmerling (In re Emmerling), 223 B.R. 860, 864 (B.A.P. 2d
16 Cir. 1997)). Plaintiff contends that the Other Factor in re-opening the closed Bankruptcy case
17 includes inter alia, Bankruptcy Fraud as defined under **18 U.S.C. § 157, 18 U.S.C. § 152, and 11**
18 **U.S.C. § 521.**
19
20
21

22 31. Plaintiff further alleges that, in order to obtain relief from the order of dismissal, the
23 moving party must satisfy the requirements of Rule 60, which is incorporated by reference in
24 Federal Rule of Bankruptcy Procedure 9024. In particular, Fed. R. Civ. P. 60(d)(3) sets forth
25 grounds upon which the Court may relieve a party from a final judgment or order. Rule 60(d)(3)
26 explains that "[t]his rule does not limit a court's power to set aside a judgment for fraud on the
27 court." Rule 60(d)(3) is a codification of the Court's "inherent power ... to investigate whether a
28

1 judgment was obtained by fraud.” Universal Oil Products Co. v. Root Ref. Co., 328 U.S. 575, 580
2 (1946). “There is no statute of limitations for fraud on the court. And jurisdiction exists to
3 consider such a claim even if there are no adversary parties then present before the court.” Valerio
4 v. Boise Cascade Corp., 80 F.R.D. 626, 640 n.10 (N.D. Cal. 1978) aff’d, 645 F.2d 699 (9th Cir.
5 1981).

7 32. Plaintiff alleges that the Debtor and her Attorneys engaged in fraudulent conduct by
8 intentional and willful misrepresentation and purposeful concealment of material facts in
9 Kimberly Barbour’s statements and schedules in order to qualify for a Chapter 7 bankruptcy
10 proceeding in their zeal to Discharge the **\$3.15 Million judgement** that was occasioned by the
11 Debtor’s malicious injury to Plaintiff’s person and property which is exempt from Discharge
12 under **11 U.S.C. § 523(a)(6)**.

14 33. Plaintiff further Alleges that in the course of the Debtor’s Bankruptcy, LAW OFFICE
15 OF PETER M. LIVELY, Steven A. Schuman, an Officer of the Court, Lee T. Dicker, and Officer
16 of the Court, **LEORNARD, DICKER & SCHREIBER LLP**, a law firm or law Corporation,
17 acting in concert with the Debtor, Kimberly Barbour intentionally filed false or incomplete forms
18 to conceal the **1971/72 Camaro** that was in exclusive dominion and control of the Debtor,
19 Kimberly Martin-Bragg aka Kimberly Barbour (**Exhibit D**).

22 34. Plaintiff alleges that on or about 5/20/2021, pursuant to a civil warrant, the Los
23 Angeles Sheriff Department was authorized to use reasonable forcible entry to enter into the
24 private place into the private place listed below for the purpose of levying on the personal property
25 subject to this writ” (**Exhibit E**). In executing a search warrant uncovered the 1971/72 Camaro
26 that Debtor’s Bankruptcy Attorneys, LAW OFFICE OF PETER M. LIVELY, Steven A. Schuman,
27 an Officer of the Court, Lee T. Dicker, and Officer of the Court, **LEORNARD, DICKER &**
28

1 **SCHREIBER LLP**, a law firm or law Corporation, acting in concert with the Debtor, Kimberly
2 Barbour concealed the 1971/72 Camaro in Debtor, Kimberly Barbour schedule. **(Plaintiff's**
3 **Exhibit, F,G,H,I the true and correct pictures of the Los Angeles County Sheriff's**
4 **Department taken by plaintiff on 7/7/2021).**

6 35. Plaintiff alleges that on or about Plaintiff alleges that on or about 10/07/16, **(Dkt.10. at**
7 **19.)**, and subsequently thereafter, LAW OFFICE OF PETER M. LIVELY, STEVEN A.
8 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
9 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
10 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which was designed
11 to improperly influence the Bankruptcy court and the Bankruptcy Trustee in their decision by
12 intentionally, willfully, knowingly and purposefully misrepresented material facts in Debtor,
13 Kimberly Barbour's *Financial Assets to wit*, LAW OFFICE OF PETER M. LIVELY, STEVEN
14 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
15 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
16 Bragg aka Kimberly Barbour falsely claimed that the Debtor, Kimberly Barbour has 100% interest
17 in *Rene Moore Music*, 100% interest in *Rufftown Entertainment Group, Inc.*, and 100% interest
18 in *Radio Multi-Media, Inc* in in Kimberly Barbour's statements and schedules in order to qualify
19 for a Chapter 7 bankruptcy proceeding.

23 Plaintiff alleges that, Kimberly Martin-Bragg aka Kimberly Barbour **does not have and**
24 **never had** 100% interest in *Rene Moore Music*, 100% interest in *Rufftown Entertainment*
25 *Group, Inc.*, or 100% interest in *Radio Multi-Media, Inc.* Defendants, LAW OFFICE OF
26 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
27 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
28

1 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this statement
2 knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud and in
3 violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**
4

5 36. Plaintiff alleges on or about 10/07/16, (**Dkt.10. at 26.**), LAW OFFICE OF PETER M.
6 LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the
7 Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert
8 with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan or
9 scheme which was designed to improperly influence the Bankruptcy court and the Bankruptcy
10 Trustee in their decision by intentionally, willfully, knowingly and purposefully misrepresented
11 material facts in Debtor, Kimberly Barbour's *Financial Assets to wit*, STEVEN A. SCHUMAN,
12 an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
13 SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-Bragg aka
14 Kimberly Barbour falsely claimed that the Debtor, Kimberly Barbour has *Patents, Copyrights,*
15 *trademarks, trade secrets, and other intellectual in Various Master Recordings Secured via*
16 *Wells Fargo UCC-1 related to Wells Fargo Loan to Ivan Rene Moore* in Kimberly Barbour's
17 statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding. Defendants,
18 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
19 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
20 corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this
21 statement knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud
22 and in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**
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1 37. Plaintiff alleges that on or about Plaintiff alleges that on or about 10/07/16, (**Dkt.10. at**
2 **30.**), LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court,
3 LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of
4 law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
5 orchestrated an unconscionable plan or scheme which was designed to improperly influence the
6 Bankruptcy court and the Bankruptcy Trustee in their decision by intentionally, willfully,
7 knowingly and purposefully misrepresented material facts in Debtor, Kimberly Barbour's
8 *Financial Assets to wit*, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
9 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
10 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour *falsely and fraudulently*
11 claimed in *Other amounts someone owes you*, to wit, STEVEN A. SCHUMAN, an Officer of the
12 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
13 firm of law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
14 *falsely and fraudulently* attests: **Loans and Advances Made to Ivan Rene Moore, Rene-Moore**
15 **Music Inc., Rufftown Entertainment Group, Inc., and G&S Electronics in the amount of**
16 **\$2,420,000.00** in the Debtor, Kimberly Barbour has in Kimberly Barbour's statements and
17 schedules in order to qualify for a Chapter 7 bankruptcy proceeding. Defendants, LAW OFFICE
18 OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
19 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
20 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this statement
21 knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud and in
22 violation of 18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.
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1 38. Plaintiff alleges that Kimberly Barbour aka Kimberly Martin-Bragg did not Loan or
2 made any Advances to Ivan Rene Moore, Rene-Moore Music Inc., Rufftown Entertainment
3 Group, Inc., and G&S Electronics in the amount of \$2,420,000.00.
4

5 39. Plaintiff alleges that on or about Plaintiff alleges that 10/07/16, (Dkt.10. 62.), STEVEN
6 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
7 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
8 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which is designed to
9 improperly influence the Bankruptcy court in its decision by intentionally, willfully, knowingly
10 and purposefully misrepresented the Total of all property on schedule A/B in the amount of
11 \$4,944,916.76 in Kimberly Barbour's statements and schedules in order to qualify for a Chapter 7
12 bankruptcy proceeding. Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A.
13 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
14 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
15 Bragg aka Kimberly Barbour made this statement knowing that it was false and did so in the
16 deliberate intent to commit Bankruptcy Fraud and in violation of 18 U.S.C. § 157, 18 U.S.C. §
17 152, and 11 U.S.C. § 521.
18

19 40. Plaintiff alleges that on or about 10/07/16, and subsequent thereafter, LAW OFFICE
20 OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
21 Officer of the Court, LEORNARD, DICKER & SCHREIBER, were aware that the Debtor,
22 Kimberly *Barbour forged the signature of Los Angeles Superior Court Judge, Hon. Judge*
23 *Mitchell Beckloff to cancel a lawful issued writ of execution (See, Exhibit J).*
24

25 //

26 //

1 41. Notwithstanding, Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A.
2 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
3 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
4 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which is designed to
5 improperly influence the Bankruptcy court and the Bankruptcy Trustee in their decision, by
6 intentionally, willfully, knowingly and purposefully counselling or encouraging Kimberly Martin-
7 Bragg aka Kimberly Barbour's to misrepresent that the Total of all property on schedule **A/B** was
8 **\$4,944,916.76** in her statements and schedules in order to qualify for a Chapter 7 bankruptcy
9 proceeding.
10

11
12 42. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequent thereafter, LAW
13 OFFICE OF PETER M. LIVELY, in concert with STEVEN A. SCHUMAN, an Officer of the
14 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
15 firm of law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
16 orchestrated an unconscionable plan or scheme which is designed to improperly influence the
17 Bankruptcy court and the Bankruptcy Trustee in their decisions by intentionally, willfully,
18 knowingly and purposefully misrepresented in the Debtor's **schedule C** that the real property
19 commonly described as: 6150 Shenandoah Avenue, Los Angeles, California was exempt property
20 in Kimberly Barbour's statements and schedules in order for Kimberly Barbour to qualify for a
21 Chapter 7 bankruptcy proceeding when STEVEN A. SCHUMAN, an Officer of the Court, LEE T.
22 DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
23 corporation know that to be false . Defendants, LAW OFFICE OF PETER M. LIVELY,
24 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
25 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
26
27
28

1 Kimberly Martin-Bragg aka Kimberly Barbour made this statement knowing that it was false and
2 did so in the deliberate intent to commit Bankruptcy Fraud and in violation of **18 U.S.C. § 157, 18**
3 **U.S.C. § 152, and 11 U.S.C. § 521.**

4
5 43. Plaintiff alleges that 10/07/16, (**Dkt.10.**), LAW OFFICE OF PETER M. LIVELY, in
6 concert with STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of
7 the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in
8 concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan
9 or scheme which is designed to improperly influence the Bankruptcy court and the Bankruptcy
10 Trustee in their decisions by intentionally, willfully, knowingly and purposefully misrepresented
11 in the Debtor's **schedule C** that the real property commonly described as: 6160 Shenandoah
12 Avenue, Los Angeles, California was exempt property in Kimberly Barbour's statements and
13 schedules in order for Kimberly Barbour to qualify for a Chapter 7 bankruptcy proceeding when
14 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
15 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation know that to be false.
16 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
17 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
18 firm of law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
19 made this statement knowing that it was false and did so in the deliberate intent to commit
20 Bankruptcy Fraud and in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**

21
22
23
24 ***Concealment of Creditor's Property Identify Property You Hold or Control for Someone***
25 ***Else (Dkt. 10., Part 9; #23). Do you hold or control any property that someone else owns?***

26 44. Plaintiff alleges that LAW OFFICE OF PETER M. LIVELY, in concert with STEVEN
27 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
28 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-

1 Bragg aka Kimberly Barbour knowingly and intentionally committed a fraudulent act by
2 concealing and failing to list an asset on the appropriate bankruptcy schedule to prevent the
3 creditor's property from being considered by the Bankruptcy Court and the Bankruptcy Trustee.
4

5 **Property of Alamode Music.**

6 45. Plaintiff alleges that LAW OFFICE OF PETER M. LIVELY, in concert with STEVEN
7 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
8 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
9 Bragg aka Kimberly Barbour knowingly and intentionally committed a fraudulent act by
10 concealing and failing to list the property of **Alamode Music** *which the Debtor, Kimberly*
11 *Barbour held or* on the appropriate bankruptcy schedule. On or about 10/07/16 the Debtor,
12 Kimberly Barbour concealed and failed to list the personal property of **Alamode Music** that was
13 in exclusive control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
14

15 **Property of Bruce Swedien:**

16
17 46. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
18 failed to list the personal property of **Bruce Swedien** that was in exclusive control of the
19 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
20

21 47. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
22 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
23 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
24 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
25 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
26 property of **Bruce Swedien** *which the Debtor, Kimberly Barbour held* and has exclusive control.
27

28 //

1 **Property of G &S Electronic**

2 48. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *G & S Electronic* that was in exclusive control of
4 the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 49. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *G & S Electronic which the Debtor, Kimberly Barbour held* and has
12 exclusive control.
13

14 **Property of I.R.M Production**

15 50. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *I.R.M. Production* that was in exclusive control of
17 the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 51. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *I.R.M. Production which the Debtor, Kimberly Barbour held* and has
25 exclusive control.
26
27
28

1 **Property of Ima Moore Investments**

2 52. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *Ima Moore Investments* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 53. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *Ima Moore Investments which the Debtor, Kimberly Barbour held* and has
12 exclusive control.
13

14 **Property of Joseph & Helen Easton Investments**

15 54. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *Joseph & Helen Easton Investments* that was in
17 exclusive control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 55. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *Joseph & Helen Easton Investments which the Debtor, Kimberly Barbour*
25 *held* and has exclusive control.
26
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28

1 **Property of Kara Financial**

2 56. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, ***Kara Financial*** that was in exclusive control of the
4 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 57. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, ***Kara Financial which the Debtor, Kimberly Barbour held, had,*** and still
12 has exclusive control.
13

14 **Property of Kevin Wagner**

15 58. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, ***Kevin Wagner*** that was in exclusive control of the
17 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 59. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, ***Kevin Wagner which the Debtor, Kimberly Barbour held, had,*** and still has
25 exclusive control.
26
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28

1 **Property of Loren Chaney**

2 60. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *Loren Chaney* that was in exclusive control of the
4 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 61. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *Loren Chaney which the Debtor, Kimberly Barbour held, had*, and still has
12 exclusive control.
13

14 **Property of Radio Multimedia Investments**

15 62. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *Radio Multi Media Investments* that was in
17 exclusive control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 63. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *Radio Multi Media Investments which the Debtor, Kimberly Barbour held,*
25 *had*, and on information and belief still has exclusive control.
26
27
28

1 **Property of Rene & Angela**

2 64. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, ***Rene & Angela*** that was in exclusive control of the
4 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 65. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, ***Rene & Angela which the Debtor, Kimberly Barbour held, had,*** and on
12 information and belief still has exclusive control.
13

14 **Property of Rene Moore Music**

15 66. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, ***Rene Moore Music*** that was in exclusive control
17 of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 67. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, ***Rene Moore Music which the Debtor, Kimberly Barbour held, had,*** and on
25 information and belief still has exclusive control.
26
27
28

1 **Property of Ronald Hills**

2 68. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, ***Ronald Hills*** that was in exclusive control of the
4 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 69. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, ***Ronald Hills which the Debtor, Kimberly Barbour held, had,*** and on
12 information and belief still has exclusive control.
13

14 **Property of Rufftown Entertainment Group**

15 70. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, ***Rufftown Entertainment Group, Inc*** that was in
17 exclusive control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 71. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, ***Rufftown Entertainment Group, Inc which the Debtor, Kimberly Barbour***
25 ***held, had,*** and on information and belief still has exclusive control.
26
27
28

1 **Property of Rufftown Records, LLC**

2 72. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *Rufftown Records, LLC* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 73. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *Rufftown Records, LLC which the Debtor, Kimberly Barbour held, had,*
12 and on information and belief still has exclusive control.
13

14 **Property of Sam Essien**

15 74. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *Sam Essien* that was in exclusive control of the
17 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 75. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *Sam Essien which the Debtor, Kimberly Barbour held, had,* and on
25 information and belief still has exclusive control.
26
27
28

1 **Property of South Central Distribution**

2 76. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *South Central Distribution* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 77. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *South Central Distribution which the Debtor, Kimberly Barbour held, had,*
12 and on information and belief still has exclusive control.
13

14 **Property of Suti Music**

15 78. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *Suti Music* that was in exclusive control of the
17 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 79. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *Suti Music which the Debtor, Kimberly Barbour held, had,* and on
25 information and belief still has exclusive control.
26
27
28

1 **Property of The Estate of Ima Moore**

2 80. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *The Estate of Ima Moore* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 81. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *The Estate of Ima Moore which the Debtor, Kimberly Barbour held, had,*
12 and on information and belief still has exclusive control.
13

14 **Property of The Moore Family Trust**

15 82. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *The Moore Family Trust* that was in exclusive
17 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 83. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *The Moore Family Trust which the Debtor, Kimberly Barbour held, had,*
25 and on information and belief still has exclusive control.
26

27 //
28

1 **Property of United Broadcasting Group**

2 84. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *United Broadcasting Group* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 85. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *United Broadcasting Group which the Debtor, Kimberly Barbour held,*
12 *had,* and on information and belief still has exclusive control.
13

14 **Property of Urban Radio Broadcasting, LLC**

15 86. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *Urban Radio Broadcasting, LLC* that was in
17 exclusive control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 87. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *Urban Radio Broadcasting, LLC which the Debtor, Kimberly Barbour*
25 *held, had,* and on information and belief still has exclusive control.
26
27
28

1 **Property of West Viking Studios**

2 88. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, ***West Viking Studios*** that was in exclusive control
4 of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 89. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, ***West Viking Studios which the Debtor, Kimberly Barbour held, had,*** and on
12 information and belief still has exclusive control.
13

14 **Property of Rick Wilson**

15 90. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, ***Rick Wilson*** that was in exclusive control of the
17 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 91. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, ***Rick Wilson which the Debtor, Kimberly Barbour held, had,*** and on
25 information and belief still has exclusive control.
26
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28

1 **Property of Samayack/New Frontier**

2 92. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *Samayack/New Frontier* that was in exclusive
4 control of the defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
5

6 93. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
7 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
8 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
9 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
10 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
11 property of Creditor, *Samayack/New Frontier which the Debtor, Kimberly Barbour held, had,*
12 and on information and belief still has exclusive control.
13

14 **Property of V.J Chandran**

15 94. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
16 failed to list the personal property of Creditor, *V.J Chandran* that was in exclusive control of the
17 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.
18

19 95. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
20 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
21 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
22 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
23 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
24 property of Creditor, *V.J Chandran which the Debtor, Kimberly Barbour held, had,* and on
25 information and belief still has exclusive control.
26
27
28

1 **Property of Van Johnson**

2 96. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour concealed and
3 failed to list the personal property of Creditor, *Van Johnson* that was in exclusive control of the
4 defendant/Debtor, Kimberly Barbour aka Kimberly Martin-Bragg.

5 97. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
6 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
7 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
8 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
9 fraudulent act by concealing and failing to list on the appropriate bankruptcy schedule, the
10 property of Creditor, *Van Johnson which the Debtor, Kimberly Barbour held, had*, and on
11 information and belief still has exclusive control.
12
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14

15 **SCHEDULE H Co-debtor Property and Financial Assets of the Co-Debtor George**
16 **Barbour**

17 98. Plaintiff alleges that on or about 10/07/16 the Debtor, Kimberly Barbour knowingly
18 and fraudulently conceals from the Bankruptcy Court and the Bankruptcy Trustee the income and
19 financial assets of **George Barbour, the Co-debtor identified in scheduled H.**
20
21

22 99. Plaintiff further alleges that LAW OFFICE OF PETER M. LIVELY, in concert with
23 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
24 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
25 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
26 fraudulent act by knowingly and fraudulently concealing from the Bankruptcy Court and the
27
28

1 Bankruptcy Trustee the income and financial assets of **George Barbour, the Co-debtor**
2 **identified in scheduled H.**

3 *Give details about Your Business or Connections to Any Business (Dkt. 10., Part 11; #27).*

4
5 *Within 4 Years before you filed for Bankruptcy, Did you own a business or have any of*
6 *the following connections to any business?*

7 **Owner of at least 5% of the voting or equity securities of a corporation*

8
9 100. Plaintiff alleges that on or about Plaintiff alleges that on or about 10/07/16,
10 **(Dkt.10.)**, and subsequent thereafter, LAW OFFICE OF PETER M. LIVELY, in concert with
11 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
12 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
13 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally orchestrated an
14 unconscionable plan or scheme which was designed to improperly influence the Bankruptcy court
15 and the Bankruptcy Trustee in their decision by intentionally, willfully, knowingly and
16 purposefully misrepresented material facts in Debtor, Kimberly Barbour's ***Business Connection***
17 ***to wit***, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court,
18 LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of
19 law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
20 intentionally and fraudulently claimed that Kimberly Barbour is associated with Rene Moore
21 Music Inc, Rufftown Entertainment group, and Radio Multi -Media, Inc in Kimberly Barbour's
22 statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding.

23
24 101. *Neither Rene Moore Music Inc, Rufftown Entertainment group, nor Radio Multi*
25 *Media, Inc had or has business association with the Debtor.*
26
27
28

1 Additionally, the Debtor, Kimberly Barbour is not Owner *of at least 5% of the voting or*
2 *equity securities of Rene Moore Music Inc, Rufftown Entertainment group, nor Radio Multi -*
3 *Media, Inc as falsely claimed by the Defendants.*

4
5 102. Plaintiff alleges that Defendants, LAW OFFICE OF PETER M. LIVELY,
6 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
7 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
8 Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
9 fraudulent act by intentionally and purposely attesting or stating that the Debtor, Kimberly
10 Barbour is the *Owner of at least 5% of the voting or equity securities of Rene Moore Music Inc,*
11 *Rufftown Entertainment group, nor Radio Multi -Media, Inc when they know that to be false.*

12
13 103. *Additionally,* Plaintiff alleges that Defendants, LAW OFFICE OF PETER M.
14 LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the
15 Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert
16 with Kimberly Martin-Bragg aka Kimberly Barbour knowingly and intentionally committed a
17 fraudulent act by concealing the Debtor's association with **Inovest Pointe** which conducted
18 business at: 6160 Shenandoah Avenue, Los Angeles, CA 90056. **(Exhibit K).**

19
20 104. Plaintiff alleges that Defendants, LAW OFFICE OF PETER M. LIVELY,
21 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
22 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
23 Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme
24 which is designed to improperly influence the Bankruptcy court in its decision by intentionally,
25 willfully, knowingly and purposefully misrepresented that Ivan Rene Moore is indebted to the
26 Debtor, Kimberly Barbour in the sum of **\$2, 240, 000.00** Kimberly Martin-Bragg aka Kimberly
27
28

1 Barbour's financial assets in Kimberly Barbour's statements and schedules in order to qualify for
2 a Chapter 7 bankruptcy proceeding.

3 105. Plaintiff alleges that LAW OFFICE OF PETER M. LIVELY, STEVEN A.
4 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
5 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
6 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which is designed to
7 improperly influence the Bankruptcy court and Bankruptcy Trustee in their decisions by
8 intentionally, willfully, knowingly and purposefully misrepresented that Kimberly Barbour has an
9 Ownership in *Rene Moore Music, Radio Multi Media, Radio Multi Media investments,*
10 *Rufftown Entertainment Group which owns musical/recording equipment, masters and*
11 *publishing rights* in order for Kimberly Barbour to qualify for a Chapter 7 bankruptcy proceeding
12 when LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court,
13 LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of
14 law corporation know that to be false.

15 106. Plaintiff alleges that on or about 10/07/16, or subsequent thereafter, LAW OFFICE
16 OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
17 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
18 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an
19 unconscionable plan or scheme which is designed to improperly influence the Bankruptcy court
20 and Bankruptcy Trustee in their decisions by intentionally, willfully, knowingly and purposefully
21 incite, encouraged or counselled Kimberly Barbour to filed false **DECLARATION**
22 **CONCERNING DEBTOR'S SCHEDULES** in order for Kimberly Barbour to fraudulently
23 qualify for a Chapter 7 bankruptcy proceeding when Defendants, LAW OFFICE OF PETER M.

1 LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the
2 Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, knew that Penalty
3 for making a false statement or concealing property carries a Fine of up to \$500,000 or
4 imprisonment for up to 5 years or both under **18 U.S.C. §§ 152 and 3571**.

6 107. Plaintiff alleges that LAW OFFICE OF PETER M. LIVELY, STEVEN A.
7 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
8 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
9 Bragg aka Kimberly Barbour acting in concert with Kimberly Martin-Bragg aka Kimberly
10 Barbour orchestrated an unconscionable plan or scheme which is designed to improperly influence
11 the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally, willfully,
12 knowingly and purposefully incite, encouraged or counselled Kimberly Barbour to misrepresent in
13 **that, Mr. Moore transferred ownership of his business entitled: *Rene Moore Music, Radio***
14 ***Multi Media, Radio Multi Media Investments, and Rufftown Entertainment Group.***
15 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
16 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
17 firm of law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour
18 made this statement knowing that it was false and did so in the deliberate intent to commit
19 Bankruptcy Fraud and in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**
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FIRST CAUSE OF ACTION

(BANKRUPTCY FRAUD-CONCEALMENT AND MAKING A FALSE STATEMENT
IN VIOLATION OF 18 U.S.C. § 157)

(AGAINST ALL THE DEFENDANTS)

108. The allegations in the preceding paragraphs are incorporated herein by reference as if set forth in full.

109. Title 18 U.S.C. § 157 prohibits devising or intending to devise a scheme or artifice to defraud and, for purposes of executing or concealing the scheme either (1) filing a bankruptcy petition; (2) filing a document in a bankruptcy proceeding; or (3) making a false statement, claim, or promise (a) in relationship to a bankruptcy proceeding either before or after the filing of the petition; or (b) in relation to a proceeding falsely asserted to be pending under the Bankruptcy Code. This section, which is patterned after the mail and wire fraud statutes, was added by the Bankruptcy Reform Act of 1994. This statute applies to any bankruptcy fraud scheme that continues or begins after October 22, 1994--the effective date of the Bankruptcy Reform Act of 1994.

Section 157 provides that:

A person who, having devised or intending to devise a scheme or artifice to defraud and for the purpose of executing or concealing such a scheme or artifice or attempting to do so-

1. files a petition under title 11;
2. files a document in a proceeding under title 11; or
3. makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title, shall be fined under this title, imprisoned not more than 5 years, or both.

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1 110. Plaintiff alleges that, the Debtor and Defendant, KIMBERLY BARBOUR, acting
2 in concert with Defendants, STEVEN A. SCHUMAN, LEE T. DICKER, LEONARD, LAW
3 OFFICE OF PETER M. LIVELY, DICKER & SCHREIBER LLP, knowingly and intentionally
4 committed a fraudulent act by failing to list an asset on the appropriate bankruptcy schedule to
5 prevent the creditor's property from being considered by the Bankruptcy Court and the
6 Bankruptcy Trustee; and knowingly made false statement in the bankruptcy paperwork, falsified
7 financial documents used to support a credit request and misrepresented the debtor's worth in
8 Kimberly Barbour's statements and schedules in order to qualify for a Chapter 7 bankruptcy
9 proceeding in violation of 18 U.S.C. § 157.
10
11

12 **WHEREFORE**, Plaintiff, Ivan Rene Moore respectfully requests that the Court:
13

- 14 (a) dismiss the case and prohibit another filing for a period
15
16 (b) deny the discharge of the debts the debtor remains responsible for paying it,
17
18 (c) impose some other sanction and
19
20 (d) for such other and further relief the Court deems appropriate.

21 SECOND CAUSE OF ACTION

22 (BANKRUPTCY FRAUD-CONCEALMENT OF PROPERTY IN
23 VIOLATION OF 18 U.S.C. § 152)

24 (AGAINST ALL THE DEFENDANTS)

25 111. The allegations in the preceding paragraphs are incorporated herein by reference as
26 if set forth in full.
27
28

Concealment of assets; false oaths and claims

112. Plaintiff alleges that the Debtor, Kimberly Barbour, fraudulently engaged in concealment of assets and made false oaths and claims in her statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding.

113. 18 U.S.C. § 152 provides in pertinent part that:

A person who—

- (1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor; (18 U.S. Code § 152 (1)).
- (2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11; (18 U.S. Code § 152 (2)).
- (3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11; (18 U.S. Code § 152 (3)).
- (7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation; (18 U.S. Code § 152 (7)).
- (8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or (18 U.S. Code § 152 (8)).
- (9) after the filing of a case under title 11, knowingly and fraudulently withholds from a custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor, (18 U.S. Code § 152 (9)).

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1 114. Plaintiff alleges that, the Debtor and Defendant, KIMBERLY BARBOUR, acting
2 in concert with Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN,
3 LEE T. DICKER, LEORNARD, LAW OFFICE OF PETER M. LIVELY, DICKER &
4 SCHREIBER LLP, knowingly and intentionally committed a fraudulent act by failing to list an
5 asset on the appropriate bankruptcy schedule to prevent the creditor's property from being
6 considered by the Bankruptcy Court and the Bankruptcy Trustee; and knowingly made false
7 statement in the bankruptcy paperwork, falsified financial documents used to support a credit
8 request and misrepresented the debtor's worth in Kimberly Barbour's statements and schedules in
9 order to qualify for a Chapter 7 bankruptcy proceeding in violation of (18 U.S. Code § 152 (1)).
10

11
12 115. Plaintiff alleges that on or about 7/7/2021, pursuant to a lawfully executed
13 warrant, the Los Angeles Sheriffs recovered **the 1971/72 Camaro which the Debtor, Kimberly**
14 **Barbour aka Kimberly Martin-Bragg concealed in her residence located at 6150**
15 **Shenandoah Avenue, Los Angeles, California 90056. (Exhibit L).**
16

17 116. Plaintiff further alleges that the Debtor/Defendant, Kimberly Barbour aka Kimberly
18 Martin-Bragg acting in concert with Defendants, LAW OFFICE OF PETER M. LIVELY,
19 STEVEN A. SCHUMAN, LEE T. DICKER, LEORNARD, LAW OFFICE OF PETER M.
20 LIVELY, DICKER & SCHREIBER LLP knowingly and fraudulently conceals from the
21 Bankruptcy Court, and Bankruptcy Trustee the 1971/72 Camaro which the Debtor, Kimberly
22 Barbour, the Property of Ivan Rene Moore. Plaintiff alleges that the 1971/72 Camaro was
23 uncovered on 7/7/2021 by the Los Angeles Sheriff Officers pursuant to a lawfully issues warrant,
24

25 117. Plaintiff alleges that on or about 10/07/16, (Dkt.10.), or subsequent thereafter,
26 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
27 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
28

1 corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY
2 BARBOUR orchestrated an unconscionable plan or scheme which is designed to improperly
3 influence the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally,
4 willfully, knowingly and purposefully concealed the fact that the Debtor, Kimberly Barbour was
5 in exclusive control of the **1971/72 Camaro** and filed to *Identify or disclose the existence of the*
6 *1971/72 Camaro Property as required in Part 9; #23 of the Debtor's Bankruptcy. The 1979*
7 *Camaro is property of owned by someone else* which the Debtor, Kimberly Barbour *held or*
8 *control any property.*

11 118. Additionally, Plaintiff alleges that on or about 10/07/16, **(Dkt.10.)**, LAW OFFICE OF
12 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
13 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
14 acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR
15 orchestrated an unconscionable plan or scheme which is designed to improperly influence the
16 Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally, willfully, knowingly
17 and purposefully concealed the fact that the Debtor, Kimberly Barbour was in exclusive control of
18 the personal property owned by the following Creditors:
19

- 20 (i) Creditor, **Alamode Music;**
- 21 (ii) Creditor, **Bruce Swedien;**
- 22 (iii) Creditor, *G & S Electronic;*
- 23 (iv) Creditor, *I.R.M. Production;*
- 24 (v) Creditor, *Ima Moore Investments;*
- 25 (vi) Creditor, *Joseph & Helen Easton Investments;*
- 26 (vii) Creditor, *Kara Financial;*

- 1 (viii) Creditor, *Kevin Wagner*;
- 2 (ix) Creditor, *Loren Chaney*;_
- 3 (x) Creditor, *Radio Multi Media Investments*;
- 4 (xi) Creditor, *Rene & Angela*;
- 5 (xii) Creditor, *Rene Moore Music*;_
- 6 (xiii) Creditor, *Ronald Hills*;
- 7 (xiv) Creditor, *Rufftown Entertainment Group, Inc*;_
- 8 (xv) Creditor, *Rufftown Records, LLC*;
- 9 (xvi) Creditor, *Sam Essiens*;_
- 10 (xvii) Creditor, *Central South Distribution*.
- 11 (xviii) Creditor, *Suti Music*;
- 12 (xix) Creditor, **The Estate of IMA Moore**;
- 13 (xx) Creditor, *The Estate of Ima Moore*;
- 14 (xxi) Creditor, *The Moore Family Trust*;
- 15 (xxii) Creditor, *United Broadcasting Group*;
- 16 (xxiii) _Creditor, **Urban Radio Broadcasting, LLC**;
- 17 (xxiv) Creditor, **West Viking Studios**;
- 18 (xxv) **Creditor Rick Wilson**;
- 19 (xxvi) **Creditor, Samayack/New Frontier**;
- 20 (xxvii) Creditor, **V.J Chandran** and
- 21 (xxviii) Creditor, **Van Johnson**

22 //

23 //

1 119. Plaintiff alleges that on or about 10/07/2016, the Debtor, Kimberly Barbour
2 fraudulently makes a false oath or account in or in relation to any case under title 11 in violation
3 of 18 U.S. Code § 152 (2) and 18 U.S. Code § 152 (3).
4

5 120. Plaintiff further alleges that Plaintiff alleges that 10/07/16, LAW OFFICE OF
6 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
7 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
8 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an
9 unconscionable plan or scheme which is designed to improperly influence the Bankruptcy court
10 and Bankruptcy Trustee in their decisions by intentionally, willfully, knowingly and purposefully
11 incite, encouraged or counselled Kimberly Barbour to filed false **DECLARATION**
12 **CONCERNING DEBTOR'S SCHEDULES** in order for Kimberly Barbour to fraudulently
13 qualify for a Chapter 7 bankruptcy proceeding in violation of 18 U.S. Code § 152 (2) and 18 U.S.
14 Code § 152 (3).
15
16

17 121. Plaintiff further alleges that Plaintiff alleges that 10/07/16, LAW OFFICE OF
18 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
19 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
20 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an
21 unconscionable plan or scheme with fraudulent intent to defeat the provisions of title 11 U.S.C. §
22 **523(a)(6)** in violation of (18 U.S. Code § 152 (7) and by tendering false evidence of non-
23 compliance of production of document to induce the Bankruptcy Court impose sanction on the
24 Plaintiff.
25
26

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28 //

1 122. Plaintiff further alleges that Plaintiff alleges that 10/07/16, LAW OFFICE OF
2 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
3 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
4 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an
5 unconscionable plan or scheme with fraudulent intent to conceal, destroys, mutilates, falsifies, or
6 makes a false entry in any recorded information (including books, documents, records, and papers)
7 relating to the property or financial affairs of a debtor in violation of **18 U.S. Code § 152 (8).**)
8

9 123. Plaintiff further alleges that Plaintiff alleges that 10/07/16, LAW OFFICE OF
10 PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an
11 Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation,
12 acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an
13 unconscionable plan or scheme with fraudulent intent to knowingly and fraudulently withholds
14 from a custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled
15 to its possession, any recorded information (including books, documents, records, and papers
16 relating to the property or financial affairs of a debtor in violation of **18 U.S. Code § 152 (9).**)
17

18 124. Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an
19 Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
20 SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-Bragg aka
21 Kimberly Barbour knowingly and fraudulently conceals from a custodian, trustee, marshal, or
22 other officer of the court charged with the control or custody of property, or, in connection with a
23 case under title 11, from creditors or the United States Trustee, any property belonging to the
24 estate of the debtor and conceal and failed to disclose of the property of someone else that the held
25 and in exclusive control of the debtor.
26
27
28

1 **WHEREFORE**, Plaintiff, Ivan Rene Moore respectfully requests that the Court:

- 2
- 3 (a) dismiss the case and prohibit another filing for a period
- 4
- 5 (b) deny the discharge of the debts the debtor remains responsible for paying it,
- 6
- 7 (c) impose some other sanction and
- 8
- 9 (d) for such other and further relief the Court deems appropriate.

10 THIRD CAUSE OF ACTION

11 (BANKRUPTCY FRAUD-CONCEALMENT OF PROPERTY IN
12 VIOLATION OF 11 U.S.C. § 521)

13 (AGAINST ALL THE DEFENDANTS)

14 125. The allegations in the preceding paragraphs are incorporated herein by
15 reference as if set forth in full.

16 ***Concealment of Property***

17 126. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequent thereafter,
18 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
19 T. DICKER, an Officer of the Court, LEONARD, DICKER & SCHREIBER, a law firm of law
20 corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY
21 BARBOUR orchestrated an unconscionable plan or scheme which is designed to improperly
22 influence the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally,
23 willfully, knowingly and purposefully concealed the fact that the Debtor, Kimberly Barbour was
24 in exclusive control of the **1971/72 Camaro** and filed to ***Identify or disclose the existence of the***
25 ***1971/72 Camaro Property as required in Part 9; #23 of the Debtor's Bankruptcy. The 1979***
26
27
28

1 ***Camaro is property of owned by someone else*** which the Debtor, Kimberly Barbour ***held or***
2 ***control any property.***

3 127. Plaintiff alleges that on or about 7/7/2021, pursuant to a lawfully executed
4 warrant, the Los Angeles Sheriffs recovered the 1971/72 **Camaro which the Debtor, Kimberly**
5 **Barbour aka Kimberly Martin-Bragg concealed in her residence located at 6150**
6 **Shenandoah Avenue, Los Angeles, California 90056. (Please See Exhibit M).**

7 128. Additionally, Plaintiff alleges that on or about 10/07/16, **(Dkt.10.)**, and
8 subsequent thereafter, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an
9 Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
10 SCHREIBER, a law firm of law corporation, acting in concert with KIMBERLY MARTIN-
11 BRAGG AKA KIMBERLY BARBOUR orchestrated an unconscionable plan or scheme which is
12 designed to improperly influence the Bankruptcy court and Bankruptcy Trustee in their decisions
13 by intentionally, willfully, knowingly and purposefully concealed the fact that the Debtor,
14 Kimberly Barbour was in exclusive control of the personal property owned by the following
15 Creditors:
16

17 129. Creditor, **Alamode Music**. The creditor conducted business and stored its personal
18 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
19 California 90056. The debtor and remaining Defendants concealed the creditor's property.
20

21 130. Creditor, **Bruce Swedien**; the creditor conducted business and stored its personal
22 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
23 California 90056. The debtor and remaining Defendants concealed the creditor's property.
24

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26 //

1 131. Creditor, ***G & S Electronic***; the creditor conducted business and stored its personal
2 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
3 California 90056. The debtor and remaining Defendants concealed the creditor's property.

4 132. Creditor, ***I.R.M. Production***; the creditor conducted business and stored its
5 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
6 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
7 property.
8

9 133. Creditor, ***Ima Moore Investments***; the creditor conducted business and stored its
10 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
11 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
12 property.
13

14 134. Creditor, ***Joseph & Helen Easton Investments***; the creditor conducted business
15 and stored its personal property at the Music Studio, commonly described as: 6150 Shenandoah,
16 Avenue, Los Angeles, California 90056. The debtor and remaining Defendants concealed the
17 creditor's property.
18

19 135. Creditor, ***Kara Financial***; the creditor conducted business and stored its personal
20 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
21 California 90056. The debtor and remaining Defendants concealed the creditor's property.
22

23 136. Creditor, ***Kevin Wagner***; the creditor conducted business and stored his personal
24 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
25 California 90056. The debtor and remaining Defendants concealed the creditor's property.
26

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1 137. Creditor, **Loren Chaney**; the creditor conducted business and stored his personal
2 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
3 California 90056. The debtor and remaining Defendants concealed the creditor's property.
4

5 138. Creditor, **Radio Multi-Media Investments**; the creditor conducted business and
6 stored its personal property at the Music Studio, commonly described as: 6150 Shenandoah,
7 Avenue, Los Angeles, California 90056. The debtor and remaining Defendants concealed the
8 creditor's property.
9

10 139. Creditor, **Rene & Angela**; the creditor conducted business and stored its personal
11 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
12 California 90056. The debtor and remaining Defendants concealed the creditor's property.
13

14 140. Creditor, **Rene Moore Music**; the creditor conducted business and stored its
15 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
16 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
17 property.
18

19 141. Creditor, **Ronald Hills**; the creditor conducted business and stored its personal
20 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
21 California 90056. The debtor and remaining Defendants concealed the creditor's property.
22

23 142. Creditor, **Rufftown Entertainment Group, Inc**; the creditor conducted business
24 and stored its personal property at the Music Studio, commonly described as: 6150 Shenandoah,
25 Avenue, Los Angeles, California 90056. The debtor and remaining Defendants concealed the
26 creditor's property.
27

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2 143. Creditor, ***Rufftown Records, LLC***; the creditor conducted business and stored its
3 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
4 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
5 property.
6

7 144. Creditor, ***Sam Essien***; the creditor conducted business and stored his personal
8 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
9 California 90056. The debtor and remaining Defendants concealed the creditor's property.
10

11 145. Creditor, ***Central South Distribution***; the creditor conducted business and stored
12 its personal property at the Music Studio, commonly described as: 6150 Shenandoah,
13 Avenue, Los Angeles, California 90056. The debtor and remaining Defendants
14 concealed the creditor's property.
15

16 146. Creditor, ***Suti Music***; the creditor conducted business and stored its personal
17 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
18 California 90056. The debtor and remaining Defendants concealed the creditor's property.
19

20 147. Creditor, ***The Estate of Ima Moore***; the creditor conducted business and stored
21 its personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
22 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
23 property.
24

25 148. Creditor, ***The Estate of Ima Moore***; the creditor conducted business and stored its
26 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
27 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
28 property.

1 149. Creditor, ***The Moore Family Trust***; the creditor conducted business and stored its
2 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
3 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
4 property.
5

6 150. Creditor, ***United Broadcasting Group***; the creditor conducted business and stored
7 its personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
8 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
9 property.
10

11 151. Creditor, ***Urban Radio Broadcasting, LLC***; the creditor conducted business and
12 stored its personal property at the Music Studio, commonly described as: 6150 Shenandoah,
13 Avenue, Los Angeles, California 90056. The debtor and remaining Defendants concealed the
14 creditor's property.
15

16 152. Creditor, ***West Viking Studios***; the creditor conducted business and stored its
17 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
18 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
19 property.
20

21 153. ***Creditor Rick Wilson***; the creditor conducted business and stored his personal
22 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
23 California 90056. The debtor and remaining Defendants concealed the creditor's property.
24

25 154. ***Creditor, Samayack/New Frontier***; the creditor conducted business and stored its
26 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
27 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
28 property.

1 155. Creditor, **V.J Chandran** and the creditor conducted business and stored his
2 personal property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los
3 Angeles, California 90056. The debtor and remaining Defendants concealed the creditor's
4 property.
5

6 156. Creditor, **Van Johnson**; the creditor conducted business and stored her personal
7 property at the Music Studio, commonly described as: 6150 Shenandoah, Avenue, Los Angeles,
8 California 90056. The debtor and remaining Defendants concealed the creditor's property.
9

10 ***Willful Misrepresentation***

11 157. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), LAW OFFICE OF PETER
12 M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of
13 the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in
14 concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR orchestrated an
15 unconscionable plan or scheme which is designed to improperly influence the Bankruptcy court
16 and Bankruptcy Trustee in their decisions by intentionally, willfully, knowingly and purposefully
17 misrepresent that the Total amount of all property on schedule A/B was **\$4,944,916.76** in her
18 statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding.
19

20 158. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequently thereafter,
21 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
22 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
23 firm of law corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA
24 KIMBERLY BARBOUR orchestrated an unconscionable plan or scheme which is designed to
25 improperly influence the Bankruptcy court and Bankruptcy Trustee in their decisions by
26 intentionally, willfully, knowingly and purposefully misrepresent in the Debtor's **schedule C** that
27 the real property commonly described as: 6150 Shenandoah Avenue, Los Angeles, California was
28

1 exempt property in Kimberly Barbour's statements and schedules in order for Kimberly Barbour
2 to qualify for a Chapter 7 bankruptcy proceeding when , LAW OFFICE OF PETER M. LIVELY,
3 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
4 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation know that to be false.
5

6 159. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequently thereafter,
7 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
8 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
9 corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY
10 BARBOUR orchestrated an unconscionable plan or scheme which is designed to improperly
11 influence the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally,
12 willfully, knowingly and purposefully misrepresent in the Debtor's **schedule C** that the real
13 property commonly described as: 6160 Shenandoah Avenue, Los Angeles, California was exempt
14 property in Kimberly Barbour's statements and schedules in order for Kimberly Barbour to
15 qualify for a Chapter 7 bankruptcy proceeding when STEVEN A. SCHUMAN, an Officer of the
16 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
17 firm of law corporation know that to be false .
18
19

20 160. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), LAW OFFICE OF PETER
21 M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of
22 the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in
23 concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan
24 or scheme which is designed to improperly influence the Bankruptcy court and Bankruptcy
25 Trustee in their decisions by intentionally, willfully, knowingly and purposefully incite,
26 encouraged or counselled Kimberly Barbour to misrepresent in her **STATEMENT OF**
27
28

1 **FINANCIAL AFFAIRS that: Mr. Moore transferred ownership of his business entitled:**
2 ***Rene Moore Music, Radio Multi Media, Radio Multi Media Investments, and Rufftown***
3 ***Entertainment Group*** to the Debtor, Kimberly Barbour aka Kimberly Martin-Bragg in order for
4 Kimberly Barbour to fraudulently qualify for a Chapter 7 bankruptcy proceeding when
5 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
6 Court, LEE T. DICKER, an Officer of the Court, LEONARD, DICKER & SCHREIBER, a law
7 firm of law corporation, knew that to be false and knew or should have known that the Penalty for
8 making a false statement or concealing property carries a Fine of up to \$500,000 or imprisonment
9 for up to 5 years or both under **18 U.S.C. §§ 152 and 3571.**
10

11 WHEREFORE, the Plaintiff, Ivan Rene Moore respectfully requests that the Court:
12

- 13
14 (a) dismiss the case and prohibit another filing for a period
15
16 (b) deny the discharge of the debts the debtor remains responsible for paying it,
17
18 (c) impose some other sanction and
19
20 (d) for such other and further relief the Court deems appropriate.

21 **FOURTH CAUSE OF ACTION**

22 **(INDEPENDENT ACTION FOR RELIEF FROM DISCHARGE ORDER TO
REMEDY FRAUD UPON THE COURT (FED. R. CIV. P. 60(d)(3))**

23 **(AGAINST ALL THE DEFENDANTS)**

24
25 161. The allegations in the preceding paragraphs are incorporated herein by
26 reference as if set forth in full.

27 //

28 //

1 162. Plaintiff alleges that, Defendants, LAW OFFICE OF PETER M. LIVELY,
2 STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
3 LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
4 Kimberly Martin-Bragg aka Kimberly Barbour, committed fraud upon this Court by orchestrating
5 unconscionable schemes to deceive this court and made misrepresentations directed at the judicial
6 machinery in order for Kimberly Barbour to fraudulently qualify for a Chapter 7 bankruptcy
7 proceeding and to obtain a discharge of the **\$3.15 Million dollars** jury verdict occasioned by the
8 Debtor's intentional and malicious injury to the person of the Plaintiff and his property.
9

10 163. Fed. R. Civ. P. 60(d)(3) sets forth grounds upon which the Court may relieve a
11 party from a final judgment or order. Rule 60(d)(3) explains that "[t]his rule does not limit a
12 court's power to set aside a judgment for fraud on the court." Rule 60(d)(3) is a codification of the
13 Court's "inherent power ... to investigate whether a judgment was obtained by fraud." *Universal*
14 *Oil Products Co. v. Root Ref. Co.*, 328 U.S. 575, 580 (1946). "There is no statute of limitations for
15 fraud on the court. And jurisdiction exists to consider such a claim even if there are no adversary
16 parties then present before the court." *Valerio v. Boise Cascade Corp.*, 80 F.R.D. 626, 640 n.10
17 (N.D. Cal. 1978) *aff'd*, 645 F.2d 699 (9th Cir. 1981).
18

19 164. The fabrication of evidence by a party in which an attorney is implicated, will
20 constitute fraud on the court. *Please see*, *Rozier v. Ford Motor Co.*, 573 F.2d 1332, 1338 (5th Cir.
21 1978).
22

23 165. Plaintiff alleges inter alia, that, that, Defendants, LAW OFFICE OF PETER M.
24 LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the
25 Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert
26 with Kimberly Martin-Bragg aka Kimberly Barbour, committed fraud upon this Court by
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28

1 knowingly, purposely, and intentionally misrepresented in the Debtor's statements and schedules
2 that the Debtor loan the Plaintiff and/or his corporations to wit, *Rene Moore Music, Rufftown*
3 *Entertainment Group, Inc., and in Radio Multi-Media, Inc the sum of \$2,420,000.00* when
4 Defendants and each of them knew that to be false.
5

6 166. Plaintiff alleges that on or about Plaintiff alleges that on or about 10/07/16,
7 (Dkt.10. at 19.), and subsequently thereafter, LAW OFFICE OF PETER M. LIVELY, STEVEN
8 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
9 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
10 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which was designed
11 to improperly influence the Bankruptcy court and the Bankruptcy Trustee in their decision by
12 intentionally, willfully, knowingly and purposefully misrepresented material facts in Debtor,
13 Kimberly Barbour's *Financial Assets to wit*, LAW OFFICE OF PETER M. LIVELY, STEVEN
14 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
15 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
16 Bragg aka Kimberly Barbour falsely claimed that the Debtor, Kimberly Barbour has 100% interest
17 in *Rene Moore Music*, 100% interest in *Rufftown Entertainment Group, Inc., and* 100% interest
18 *in Radio Multi-Media, Inc* in in Kimberly Barbour's statements and schedules in order to qualify
19 for a Chapter 7 bankruptcy proceeding. Plaintiff alleges that, Kimberly Martin-Bragg aka
20 Kimberly Barbour does not have 100% interest in *Rene Moore Music*, 100% interest in *Rufftown*
21 *Entertainment Group, Inc., or* 100% interest *in Radio Multi-Media, Inc.* Defendants, LAW
22 OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T.
23 DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
24 corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this
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1 statement knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud
2 and in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**

3 167. Plaintiff alleges on or about 10/07/16, **(Dkt.10. at 26.)**, LAW OFFICE OF PETER
4 M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of
5 the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in
6 concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan
7 or scheme which was designed to improperly influence the Bankruptcy court and the Bankruptcy
8 Trustee in their decision by intentionally, willfully, knowingly and purposefully misrepresented
9 material facts in Debtor, Kimberly Barbour's *Financial Assets to wit*, STEVEN A. SCHUMAN,
10 an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
11 SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-Bragg aka
12 Kimberly Barbour falsely claimed that the Debtor, Kimberly Barbour has *Patents, Copyrights,*
13 *trademarks, trade secrets, and other intellectual in Various Master Recordings Secured via*
14 *Wells Fargo UCC-1 related to Wells Fargo Loan to Ivan Rene Moore* in Kimberly Barbour's
15 statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding. Defendants,
16 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
17 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
18 corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this
19 statement knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud
20 and in violation of **18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.**

21 168. Plaintiff alleges that on or about Plaintiff alleges that on or about 10/07/16,
22 **(Dkt.10. at 30.)**, and subsequently thereafter, LAW OFFICE OF PETER M. LIVELY, STEVEN
23 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
24

1 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
2 Bragg aka Kimberly Barbour orchestrated an unconscionable plan or scheme which was designed
3 to improperly influence the Bankruptcy court and the Bankruptcy Trustee in their decision by
4 intentionally, willfully, knowingly and purposefully misrepresented material facts in Debtor,
5 Kimberly Barbour's *Financial Assets to wit*, STEVEN A. SCHUMAN, an Officer of the Court,
6 LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of
7 law corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour *falsely and*
8 *fraudulently* claimed in Other amounts someone owes you, to wit, STEVEN A. SCHUMAN, an
9 Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
10 SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-Bragg aka
11 Kimberly Barbour *falsely and fraudulently* attests: Loans and Advances Made to Ivan Rene
12 Moore, Rene-Moore Music Inc., Rufftown Entertainment Group, Inc., and G&S Electronics
13 in the amount of \$2,420,000.00 in the Debtor, Kimberly Barbour has in Kimberly Barbour's
14 statements and schedules in order to qualify for a Chapter 7 bankruptcy proceeding. Defendants,
15 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
16 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
17 corporation, acting in concert with Kimberly Martin-Bragg aka Kimberly Barbour made this
18 statement knowing that it was false and did so in the deliberate intent to commit Bankruptcy Fraud
19 and in violation of 18 U.S.C. § 157, 18 U.S.C. § 152, and 11 U.S.C. § 521.

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24 169. Plaintiff alleges that Kimberly Barbour aka Kimberly Martin-Bragg did not Loan
25 or made any Advances to Ivan Rene Moore, Rene-Moore Music Inc., Rufftown Entertainment
26 Group, Inc., and G&S Electronics in the amount of \$2,420,000.00.

27
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1 170. Plaintiff alleges that on or about Plaintiff alleges that 10/07/16, (**Dkt.10. 62.**), and
2 subsequently thereafter, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an
3 Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER &
4 SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-Bragg aka
5 Kimberly Barbour orchestrated an unconscionable plan or scheme which is designed to improperly
6 influence the Bankruptcy court in its decision by intentionally, willfully, knowingly and
7 purposefully misrepresented the Total of all property on schedule **A/B** in the amount of
8 **\$4,944,916.76** in Kimberly Barbour's statements and schedules in order to qualify for a Chapter 7
9 bankruptcy proceeding. Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A.
10 SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD,
11 DICKER & SCHREIBER, a law firm of law corporation, acting in concert with Kimberly Martin-
12 Bragg aka Kimberly Barbour made this statement knowing that it was false and did so in the
13 deliberate intent to commit Bankruptcy Fraud and in violation of **18 U.S.C. § 157, 18 U.S.C. §**
14 **152, and 11 U.S.C. § 521.**

15 171. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequently thereafter,
16 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
17 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
18 corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY
19 BARBOUR orchestrated an unconscionable plan or scheme which is designed to improperly
20 influence the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally,
21 willfully, knowingly and purposefully misrepresent that the Total amount of all property on
22 schedule **A/B** was **\$4,944,916.76** in her statements and schedules in order to qualify for a Chapter
23 7 bankruptcy proceeding.

1 172. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequently thereafter,
2 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
3 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
4 firm of law corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA
5 KIMBERLY BARBOUR orchestrated an unconscionable plan or scheme which is designed to
6 improperly influence the Bankruptcy court and Bankruptcy Trustee in their decisions by
7 intentionally, willfully, knowingly and purposefully misrepresent in the Debtor's **schedule C** that
8 the real property commonly described as: 6150 Shenandoah Avenue, Los Angeles, California was
9 exempt property in Kimberly Barbour's statements and schedules in order for Kimberly Barbour
10 to qualify for a Chapter 7 bankruptcy proceeding when STEVEN A. SCHUMAN, an Officer of
11 the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a
12 law firm of law corporation know that to be false .
13
14

15 173. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), and subsequently thereafter,
16 LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE
17 T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law
18 corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY
19 BARBOUR orchestrated an unconscionable plan or scheme which is designed to improperly
20 influence the Bankruptcy court and Bankruptcy Trustee in their decisions by intentionally,
21 willfully, knowingly and purposefully misrepresent in the Debtor's **schedule C** that the real
22 property commonly described as: 6160 Shenandoah Avenue, Los Angeles, California was exempt
23 property in Kimberly Barbour's statements and schedules in order for Kimberly Barbour to
24 qualify for a Chapter 7 bankruptcy proceeding when STEVEN A. SCHUMAN, an Officer of the
25
26
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28

1 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
2 firm of law corporation know that to be false .

3
4 174. Plaintiff alleges that on or about 10/07/16, (**Dkt.10.**), LAW OFFICE OF PETER
5 M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of
6 the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in
7 concert with Kimberly Martin-Bragg aka Kimberly Barbour orchestrated an unconscionable plan
8 or scheme which is designed to improperly influence the Bankruptcy court and Bankruptcy
9 Trustee in their decisions by intentionally, willfully, knowingly and purposefully incite,
10 encouraged or counselled Kimberly Barbour to misrepresent in her **STATEMENT OF**
11 **FINANCIAL AFFAIRS that: Mr. Moore transferred ownership of his business entitled:**
12 ***Rene Moore Music, Radio Multi Media, Radio Multi Media Investments, and Rufftown***
13 ***Entertainment Group*** to the Debtor, Kimberly Barbour aka Kimberly Martin-Bragg in order for
14 Kimberly Barbour to fraudulently qualify for a Chapter 7 bankruptcy proceeding when
15 Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the
16 Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law
17 firm of law corporation, knew that to be false and knew or should have known that the Penalty for
18 making a false statement or concealing property carries a Fine of up to \$500,000 or imprisonment
19 for up to 5 years or both under **18 U.S.C. §§ 152 and 3571.**

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21
22
23 175. A party may institute a direct attack on an otherwise final, valid judgment by way
24 of an independent action to set it aside. See, Bennett v. Hibernia Bank, 47 Cal. 2d 540, 558 [305
25 P.2d 20]; see Rest., Judgments, § 11, com. a and § 12, com. f; 5 Witkin, Cal. Procedure (2d ed.
26 1971) pp. 3584, 3586, 3745) where it appears that the complaining party was fraudulently
27 prevented from presenting his claim or defense in the prior action. See. United States v.
28

1 Throckmorton, 98 U.S. 61, 65-66 [25 L. Ed. 93, 95]; Kulchar v. Kulchar, 1 Cal. 3d 467, 471 [82
2 Cal. Rptr. 489, 462 P.2d 17]; Jorgensen v. Jorgensen, 32 Cal. 2d 13, 18 [193 P.2d 728]; Pico v.
3 Cohn, 91 Cal. 129, 133-134 [25 P. 970, 27 P. 537]; Rest., Judgments, § 118 et seq.; 5 Witkin, Cal.
4 Procedure (2d ed. 1971) p. 3752 et seq.) This rule is based upon the important public policy that
5 litigants be afforded a fair adversary proceeding in which fully to present their case. (Jorgensen v.
6 Jorgensen, supra.).

8 176. A false representation may be made orally, in writing, or by nonverbal conduct.”
9 (See *Thrifty-Tel, Inc. v. Bezenek* (1996) 46 Cal.App.4th 1559, 1567 [54 Cal.Rptr.2d 468].) [F]alse
10 representations made recklessly and without regard for their truth in order to induce action by
11 another are the equivalent of misrepresentations knowingly and intentionally uttered.’ ” (*Engalla*
12 *v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 974 [64 Cal.Rptr.2d 843, 938 P.2d
13 903], internal quotation marks omitted.).

16 WHEREFORE, the Plaintiff, Ivan Rene Moore respectfully requests that the Court:

- 17
18 (a) dismiss the case and prohibit another filing for a period
19
20 (b) deny the discharge of the debts the debtor remains responsible for paying it,
21
22 (c) impose some other sanction and
23
24 (d) for such other and further relief the Court deems appropriate.

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FIFTH CAUSE OF ACTION

(11 U.S.C. § 523 (a)(6))

(AGAINST ALL DEFENDANTS)

177. The allegations in the preceding paragraphs are incorporated herein by reference as if set forth in full.

11 U.S.C § 523(a)(6).

178. 11 U.S.C § 523(a) provides that:

(a) A discharge under section 727, 1141, 1192^(**), 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt—for willful and malicious injury by the debtor to another entity or to the property of another entity. (11 U.S.C § 523(a)(6).

178. On July 29th, 2013, the State court Jury found the Debtor, Kimberly Martin-Bragg aka Kimberly Barbour liable to Ivan Rene Moore for intentional and malicious injuries. Specifically, the State Court Jury held Ms. Bragg liable to Mr. Moore for Conversion, and awarded Mr. Moore \$2.5 million in damages and \$650,000.00 in damages for lost profits for a total of \$3.15 million for conversion (See, Exhibit A). Additionally, the State Court jury found Ms. Bragg liable to Mr. Moore for Trespass to Chattel and awarded Mr. Moore \$2.5 million in damages for trespass to chattel, and \$650,000.00 in damages for lost profits for a total of \$3.15 million for trespass to chattel (See, Exhibit B). Accordingly, the total amount of the jury award for Ms. Bragg's inattentional and malicious injuries to Mr. Moore and to the property of Mr. Moore was \$6,300,000.00. (6.3 million dollars).

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1 179. Subsequently, on November 8, 2013, Hon. Judge Michelle Rosenblatt who
2 presided over case reduced the jury award to **\$3.15 million** for the intentional and malicious
3 injuries to Mr. Moore and to the Property of Mr. Moore caused by Ms. Bragg by way of
4 interlocutory judgment
5

6 180. On May 23, 2016, the Court entered a final Judgment incorporating and
7 superseding the Interlocutory Judgment.

8 181. Subsequently, the Debtor Appealed this Judgment and lost on Appeal. (See
9 **Exhibit N**).
10

11 182. While the United States Bankruptcy Code permits a court to discharge debts of an
12 individual debtor in Chapter 7 bankruptcy pursuant to Section 727 Marrama v. Citizens Bank of
13 Mass., 549 U.S. 365, 367 (2007), 11 U.S.C § 727(b) prohibits a discharged under 11 U.S.C § 523
14 because *inter alia*, Judgment obtained due intentional and malicious tort as here cannot be
15 discharged in the Bankruptcy court. Discharge pursuant to 11 U.S.C § 727(b) does not discharge
16 individual debtor from certain types of debt enumerated in 11 U.S.C § 523(a).
17

18 ***11 U.S.C § 523 Exception to Discharge***

19 11 U.S.C § 523(a) provides that in pertinent part that:
20

21 **Discharge under 11 U.S.C § 727 does not discharge an individual Debtor debt “for**
22 **willful and malicious injury by the debtor to another entity or to the property of**
another entity. (see, 11 U.S.C § 523(a)(6).).

23 183. The State Court Final Judgment arose from Defendant, Kimberly Martin-Bragg aka
24 Kimberly Barbour’s intentional and malicious injuries to Ivan Rene Moore (“Mr. Moore”) and to
25 the personal property of Mr. Moore. After a two- week trial in the California Superior Court for
26 conversion, trespass to chattel, and conversion of personal property, the jury unanimously returned
27 ***Special Verdicts*** finding that Defendant, Kimberly Martin-Bragg (“Ms. Bragg”), intentionally
28

1 caused injury to Plaintiff, Ivan Rene Moore and to various personal property. Accordingly, the
2 State Court Jury found Ms. Bragg liable to Mr. Moore for Conversion, and awarded Mr. Moore
3 \$2.5 million in damages and **\$650,000.00** in damages for lost profits for a total of **\$3.15 million**
4 for conversion (**See, Exhibit A**). Additionally, the State Court jury found Ms. Bragg liable to Mr.
5 Moore for Trespass to Chattel and awarded Mr. Moore \$2.5 million in damages for trespass to
6 chattel, and **\$650,000.00** in damages for lost profits for a total of **\$3.15 million** for trespass to
7 chattel (**See, Exhibit B**). Accordingly, the total amount of the jury award for Ms. Bragg's
8 inattentional and malicious injuries to Mr. Moore and to the property of Mr. Moore was
9 **\$6,300,000.00. (6.3 million dollars)**. Subsequently, on November 8, 2013, Hon. Judge Michelle
10 Rosenblatt who presided over case reduced the jury award to **\$3.15 million** for the intentional and
11 malicious injuries to Mr. Moore and to the Property of Mr. Moore caused by Ms. Bragg by way of
12 interlocutory judgment

13
14
15 184. This was a willful and malicious injury by the debtor to another under 11 U.S.C §
16 523(a)(6).) which made the Money Judgment non-dischargeable in bankruptcy court absent the
17 will of Congress through the implementation of bicameralism and presentment clause of the
18 United States Constitution which outlines federal legislative procedure by which bills originating
19 in Congress become federal law in the United States. Frankly, it is not conceivable that the
20 United States Congress will impanel to create an exception under 11 U.S.C § 523(a) to suit Ms.
21 Bragg and Mr. Mr. Steven A. Schuman's vice.

22
23
24 **The United States Bankruptcy Court lack subject jurisdiction to discharge debt**
25 **under 11 U.S.C § 523(a)(6) absent the will of Congress of the United States**

26 //

27
28 //

1 185. The United States Bankruptcy lack subject matter jurisdiction to discharged
2 intention and malicious injuries to a persona and to the property of a person under 11 U.S.C §
3 523(a)(6).
4

5 186. Where there is not jurisdiction, there can be no discretion, for discretion is incident
6 to jurisdiction. *Piper v. Pearson*, 2 Gray 120, cited in *Bradley v. Fisher*, 13 Wall. 335, 20 L.Ed.
7 646 (1872).

8 187. When a judicial Officer acts entirely without jurisdiction or without compliance
9 with jurisdiction requisites he may be held civilly liable for abuse of process even though his act
10 involved a decision made in good faith, that he had jurisdiction. *U.S. Fidelity & Guaranty Co.*
11 (State use of), 217 Miss, 576, 64 So. 2d 697. Under federal law, the U.S. Supreme Court stated
12 that “if a court is without authority, its judgments and orders are regarded as nullities. They are
13 not voidable, but simply void, and form no bar to recovery sought, even prior to a reversal in
14 opposition to them. They constitute no jurisdiction and all persona concerned in executing such
15 judgments or sentences are considered, in law as trespassers. *Elliot v. Piersol*, 1 Pet. 328, 340 26
16 U.S. 328, 340 (1828).
17
18
19

20 WHEREFORE, the Plaintiff, Ivan Rene Moore respectfully requests that the Court:

- 21 (a) dismiss the case and prohibit another filing for a period
22
23 (b) deny the discharge of the debts the debtor remains responsible for paying it,
24
25 (c) impose some other sanction and
26 (d) for such other and further relief the Court deems appropriate.

27 //

28 //

SIXTH CAUSE OF ACTION

(11 U.S.C. § 727(a)(3))

(AGAINST ALL DEFENDANTS)

188. The allegations in the preceding paragraphs are incorporated herein by reference as if set forth in full.

Section 727(a)(3) provides in relevant part:

(a) The court shall grant the debtor a discharge, unless– (3) the debtor has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case[.]

189. Plaintiff alleges that LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court, LEORNARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR, concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions.

180. Plaintiff alleges that the purpose of this provision [§ 727(a)(3)] is ‘to give creditors and the bankruptcy court complete and accurate information concerning the status of the debtor’s affairs and to test the completeness of the disclosure requisite to a discharge.’” In re Devaul, 318 B.R. 824, 829 (Bankr.N.D.Ohio 2004) (quoting Meridian Bank v. Alten, 958 F.2d 1226, 1230 (3rd Cir. 1992) (remaining citations omitted). See also, In re Sigust, 255 B.R. 822, 827 (Bankr.W.D.La. 2000), aff’d, 281 F.3d 1280 (5th Cir. 2001) (“Section 727(a)(3) is intended “to give the trustee,

1 creditors, and the court complete and accurate information concerning the status of the debtor's
2 affairs and financial history, and to test the completeness of the disclosure requirements to a
3 discharge.”) (quoting *In re Pulos*, 168 B.R. 682 (Bankr.D.Minn. 1994)). Moreover, “[s]ection
4 727(a)(3) requires as a precondition to discharge that debtors produce records which provide
5 creditors ‘with enough information to ascertain the debtor’s financial condition and track his
6 financial dealings with substantial completeness and accuracy for a reasonable period past to
7 present.’” *Matter of Juzwiak*, 89 F.3d 424, 427 (7th Cir. 1996)(quoting *Bay State Milling Co. v.*
8 *Martin* (*In re Martin*), 141 B.R. 986, 995 (Bankr.N.D.Ill. 1992)(remaining citations omitted)).
9

10
11 181. Plaintiff alleges that, LAW OFFICE OF PETER M. LIVELY, STEVEN

12 A. SCHUMAN, an Officer of the Court, LEE T. DICKER, an Officer of the Court,
13 LEONARD, DICKER & SCHREIBER, a law firm of law corporation, acting in concert with
14 KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR, concealed, complete and
15 accurate information concerning the status of the debtor’s affairs and to test the completeness of
16 the disclosure requisite to a discharge in the Debtor’s statement and schedule.
17

18 WHEREFORE, the Plaintiff, Ivan Rene Moore respectfully requests that the Court:
19

- 20 (a) dismiss the case and prohibit another filing for a period
21
22 (b) deny the discharge of the debts the debtor remains responsible for paying it,
23
24 (c) impose some other sanction and
25
26 (d) for such other and further relief the Court deems appropriate.

26 //

27 //

28 //

(DAMAGES)
(AGAINST ALL DEFENDANTS)

190. The allegations in the preceding paragraphs are incorporated herein by reference as if set forth in full.

In doing the act alleged in this complaint, Defendants, LAW OFFICE OF PETER M. LIVELY, STEVEN A. SCHUMAN, an Officer of the Court, LEE T. DICKER, and Officer of the Court, LEONARD, DICKER & SCHREIBER LLP, a law firm or law Corporation, KIMBERLY BARBOUR aka Kimberly Martin-Bragg, and their agents, and representatives acted with oppression, fraud, and malice as such, Plaintiff is entitled to punitive damages to make an example of and to punish these Defendants in addition to actional damages.

DEMAND FOR JURY TRIAL

Plaintiff Demand for Jury Trial


DEMAND FOR DISCOVERY

Plaintiff Demand for Discovery

WHEREFORE, PREMISES CONSIDERED, Mr. Moore further prays the Court:

- (i) To vacate the judgment purportedly discharging the \$3.15 Million under 11 U.S.C. 523(a)(6);
- (ii) For compensatory Damages against Defendants and each of them,
- (iii) For punitive Damages against Defendants and each of them;
- (iv) Loss of income
- (v) For interest at the rate of 10% per annum
- (vi) For Reasonable Attorney's fees; and
- (vii) For such other and further relief, the Court deem, just and proper

Dated: March 28th, 2022


Ivan Rene Moore,
Plaintiff/Judgment Creditor

EXHIBIT

A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IVAN RENE MOORE,

Plaintiff,

V.

KIMBERLY MARTIN-BRAGG,
Defendants

) Case No. BC 480013

) Special Verdict-Conversion

FILED

LOS ANGELES SUPERIOR COURT

JUL 29 2013

JOHN A. CLARKE, CLERK

BY Jeff W. Lipp ✓
BY JEFF W. LIPP, DEPUTY

Q. 10. 11. 12. 13. 14. 15. 16. 17.

We answer the questions submitted to us as follows:

1. Did IVAN RENE MOORE own/possess/have a right to possess any of the following items:

(a) Clothing, shoes, kitchen equipment and other personal property?

12 Yes 0 No

(b) Piano?

12 Yes 0 No

(c) One or more of the following: 2 automobiles, 1 motorcycle, auto tools,
auto parts?

12 Yes 0 No

(d) Recording Console SSL K?

12 Yes 0 No

(e) Music, Sound and Recording Equipment?

12 Yes 0 No

(f) Musical Instruments?

12 Yes 0 No

(g) Business Property, including computers, monitors, miscellaneous
equipment, documents, furniture, tapes, televisions?

0 Yes 12 No

(i) Masters?

12 Yes 0 No

If your answer to any of the items in question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did KIMBERLY MARTIN-BRAGG intentionally and substantially interfere with any of IVAN RENE MOORE's property by [[taking possession of/preventing IVAN RENE MOORE from having access to, or destroying, or refusing to return] any of items to which you checked "yes" in question 1 after IVAN RENE MOORE demanded its return]?

12 Yes 0 No

08/02/2013

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did IVAN RENE MOORE consent?

0 Yes 12 No

If your answer to question 3 is no, then answer question 4. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was IVAN RENE MOORE harmed?

12 Yes 0 No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Was KIMBERLY MARTIN-BRAGG's conduct a substantial factor in causing IVAN RENE MOORE's harm?

12 Yes 0 No

If your answer to question 5 is yes, then answer question 6 and 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. What are IVAN RENE MOORE's damages?

\$ 2.5 million
(2,500,000)
\$ 650,000

a. For the fair market value of the property:

b. For lost profits:

TOTAL \$ 3,150,000

7. Do you recommend that the Court order KIMBERLY MARTIN-BRAGG to return any of the items checked yes in Question 1 to IVAN RENE MOORE instead of awarding some or all of the damages in 6a?

12 Yes 0 No

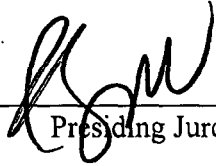
8. If your answer to question 7 is yes, which items do you recommend the Court order to be returned (enter the letter(s) or print the name of the item(s))?

Clothing, shoes, Kitchen equipment, personal property, piano, SSLK console,
music/sound/recording equipment, musical instruments, masters, '71 Camaro
If your answer to question 7 is yes and the Court follows your personal document recommendation, then answer question 9. If your answer is no, stop here, answer no further question

and have the presiding juror sign and date this form.

9. If the property listed in question 8 is returned to IVAN RENE MOORE,
by what amount, if any, should the damages be reduced? \$ 2.5 million

Signed: _____


Presiding Juror

Dated: 7/29/2013

After all verdict forms have been signed, notify the court attendant that you are ready to
present your verdict in the courtroom.

08/02/2013

EXHIBIT

B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IVAN RENE MOORE,

Plaintiff,

V.

KIMBERLY MARTIN-BRAGG,
Defendants

) Case No. BC 480013

) Special Verdict-Trespass
) to Chattel

FILED
LOS ANGELES SUPERIOR COURT

JUL 29 2013

JOHN A. CLARKE, CLERK

BY JEFF W. LIPP, DEPUTY

We answer the questions submitted to us as follows:

1. Did IVAN RENE MOORE own/possess/have a right to possess any of the following items:

(a) Clothing, shoes, kitchen equipment and other personal property?

12 Yes 0 No

(b) Piano?

12 Yes 0 No

(c) One or more of the following: 2 automobiles, 1 motorcycle, auto tools,
auto parts?

12 Yes 0 No

(d) Recording Console SSL K?

12 Yes 0 No

(e) Music, Sound and Recording Equipment?

12 Yes 0 No

(f) Musical Instruments?

12 Yes 0 No

(g) Business Property, including computers, monitors, miscellaneous
equipment, documents, furniture, tapes, televisions?

0 Yes 12 No

(i) Masters?

12 Yes 0 No

If your answer to any of the items in question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did KIMBERLY MARTIN-BRAGG intentionally interfere with IVAN RENE MOORE's use or possession of any of IVAN RENE MOORE's property or damage his property ?

12 Yes 0 No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here,

answer no further questions, and have the presiding juror sign and date this form.

3. Did IVAN RENE MOORE consent?

0 Yes 12 No

If your answer to question 3 is no, then answer question 4. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was IVAN RENE MOORE harmed?

12 Yes 0 No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Was KIMBERLY MARTIN-BRAGG's conduct a substantial factor in causing IVAN RENE MOORE's harm?

12 Yes 0 No

If your answer to question 5 is yes, then answer question 6 and 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. What are IVAN RENE MOORE's damages?

a. For the fair market value of the property:

\$ 2.5 million
(\$2,500,000)

7. Do you recommend that the Court order KIMBERLY MARTIN-BRAGG to return any of the items checked yes in Question 1 to IVAN RENE MOORE instead of awarding some or all of the damages in 6a?

12 Yes 0 No

8. If your answer to question 7 is yes, which items do you recommend the Court order to be returned (enter the letter(s) or print the name of the item(s))?

Clothing, shoes, kitchen equipment, personal property, piano, SSLK console,
music/sound/recording equipment, musical instruments, masters, 171 Camarro
If your answer to question 7 is yes and the Court follows your legal documents recommendation, then answer question 9. If your answer is no, stop here, answer no further questions and have the presiding juror sign and date this form.

9. If the property listed in question 8 is returned to IVAN RENE MOORE, by what amount, if any, should the damages be reduced? \$ 2.5 million

Signed: _____

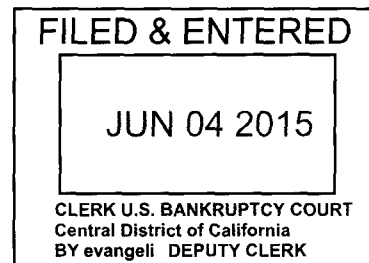

Presiding Juror

Dated: 7/29/2013

After all verdict forms have been signed, notify the court attendant that you are ready to present your verdict in the courtroom.

08 / 02 / 2013

EXHIBIT C



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: Kimberly Martin-Bragg,
Debtor.

Case No.: 2:14-bk-15698-ER
Chapter: 11

**ORDER DISMISSING CASE
PURSUANT TO ORDER TO
SHOW CAUSE RE:
CONVERSION OR
DISMISSAL [D.E. 156] AND
FOR REASONS SET FORTH
ON THE RECORD**

Advanced Hearing:

Date: June 3, 2015
Time: 10:00 a.m.
Courtroom: 1568

On March 25, 2014, Kimberly Martin-Bragg ("Debtor") filed a voluntary individual petition under Chapter 11. On May 19, 2015, the Court issued an Order to Show Cause re: Conversion or Dismissal ("OSC") and set a hearing for June 17, 2015. D.E. 156. On May 19, 2015, the Debtor independently filed and set a hearing on the *Debtor's Notice of Motion and Motion for Order Extending Deadline to File Plan and Disclosure Statement [Second Request]* ("Motion") on June 3, 2015. On June 2, 2015, the Court posted a tentative ruling, on the docket at entry 160 and incorporated herein by reference, stating its intention that if the issues raised were not adequately addressed, the Court would dismiss the case. On June 3, 2015, the Motion came on for hearing ("Hearing"). Appearances were as stated on the record.

At the Hearing, it became abundantly clear that the Debtor would not be able to satisfy the Court's concerns regarding the issues that it raised in the OSC under 11 U.S.C. § 1112(b) and that any further continuation of this case would be unnecessary and improper. All essential parties were before the Court and had an opportunity to be heard. Accordingly and consistently with the Court's stated intention in its tentative ruling, the Court *sua sponte* moved up the hearing on the OSC to be concurrent with the hearing on the Motion.

The Court is sympathetic to the challenges of the Debtor in state court. However, it is not this Court's province, as a Federal Bankruptcy Court, to usurp the role of the state court. The state court has separate duties. This Court's obligation, under Title 11, Chapter 11, is to, among other things, permit debtors to timely and reasonably reorganize their debts. Reorganization is not happening here. Although this case has been pending for over a year, the Debtor has evidenced no effort or present capability to proceed toward confirmation.

The Court's conclusion is unaffected by the Debtor's argument, made on the record that, if given a brief 30-day extension, she could propose a plan and disclosure statement without resolving disputed ownership of certain properties and without resolving other state court matters. If this was the Debtor's intention, she should have *and could have* proposed such a plan and disclosure statement long ago.

Accordingly, there is no need for further briefing and the record of this case has clearly shown that dismissal is proper at this time.

Based on the foregoing and, for the reasons stated on the record, the Court finds that "cause" exists pursuant to 11 U.S.C. § 1112(b) such that the court shall dismiss this case. 11 U.S.C. § 1112(b)(4)(A) (Providing that "cause" includes a "substantial or continuing loss to or diminution of the estate and the absence of a reasonable likelihood of rehabilitation"); 11 U.S.C. § 1112(b)(4)(E) (Explaining that "cause" includes a debtor's "failure to comply with an order of the court"); 11 U.S.C. § 1112(b)(4)(J) (Stating that "cause" also includes a debtor's "failure to file a disclosure statement, or to file or confirm a plan, within the time fixed by this title or by order of the court").

//

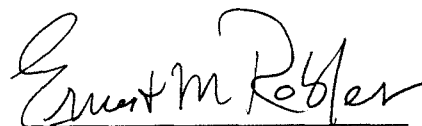
In light of the numerous, violated, express bases of 11 U.S.C. § 1112(b), and based on the entire history of this case, as set forth in the OSC, and for the reasons set forth on the record at the Hearing, including considerations of the best interests of creditors, IT IS HEREBY ORDERED that:

1. The case is dismissed, the automatic stay is vacated and all pending motions and adversary proceedings are moot and dismissed;
2. All currently scheduled hearings are VACATED; and
3. The Debtors is hereby directed to pay any and all outstanding quarterly fees owed to the Office of the United States Trustee in the current amount of \$650.00.

IT IS SO ORDERED.

###

Date: June 4, 2015


Ernest M. Robles
United States Bankruptcy Judge

EXHIBIT

D

Fill in this information to identify your case:

Debtor 1	<u>Kimberly</u>		<u>Barbour</u>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>Central District of California</u>		
Case number	<u>2:16-bk-22878-BR</u>		
	(If known)		

☐ Check if this is an amended filing
Official Form 106Sum**Summary of Your Assets and Liabilities and Certain Statistical Information**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets**Your assets**

Value of what you own

1. Schedule A/B: Property (Official Form 106A/B)

1a. Copy line 55, Total real estate, from <i>Schedule A/B</i>	\$ <u>1,985,000.00</u>
1b. Copy line 62, Total personal property, from <i>Schedule A/B</i>	\$ <u>2,959,916.76</u>
1c. Copy line 63, Total of all property on <i>Schedule A/B</i>	\$ <u>4,944,916.76</u>

Part 2: Summarize Your Liabilities**Your liabilities**

Amount you owe

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)

2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i>	\$ <u>12,877,536.42</u>
---	-------------------------

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)

3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i>	\$ <u>0.00</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i>	+ \$ <u>5,176,226.28</u>

Your total liabilities\$ 18,053,762.70**Part 3: Summarize Your Income and Expenses****4. Schedule I: Your Income** (Official Form 106I)

Copy your combined monthly income from line 12 of <i>Schedule I</i>	\$ <u>11,151.93</u>
---	---------------------

5. Schedule J: Your Expenses (Official Form 106J)

Copy your monthly expenses from line 22, Column A, of <i>Schedule J</i>	\$ <u>10,898.42</u>
---	---------------------

Debtor 1 Kimberly Barbour
First Name Middle Name Last Name

Case number (if known) 2:16-bk-22878-BR

Part 4: Answer These Questions for Administrative and Statistical Records

6. Are you filing for bankruptcy under Chapters 7, 11, or 13?

- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
☒ Yes

7. What kind of debt do you have?

- ☐ Your debts are primarily consumer debts. Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-10 for statistical purposes. 28 U.S.C. § 159.
☒ Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

8. From the Statement of Your Current Monthly Income: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ _____

9. Copy the following special categories of claims from Part 4, line 6 of Schedule E/F.

Total claim

From Part 4 on Schedule E/F, copy the following:

9a. Domestic support obligations (Copy line 6a.)

\$ _____

9b. Taxes and certain other debts you owe the government. (Copy line 6b.)

\$ _____

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)

\$ _____

9d. Student loans. (Copy line 6f.)

\$ _____

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)

\$ _____

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)

+ \$ _____

9g. Total. Add lines 9a through 9f.

\$ _____

Fill in this information to identify your case and this filing:

Debtor 1 Kimberly Barbour
First Name Middle Name Last Name
Debtor 2
(Spouse, if filing) First Name Middle Name Last Name
United States Bankruptcy Court for the: Central District of California
Case number 2:16-bk-22878-BR

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
☒ Yes. Where is the property?

1.1 6150 Shenandoah Avenue
Street address, if available, or other description

Los Angeles CA 90056
City State ZIP Code

Los Angeles
County

What is the property? Check all that apply.

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property

Current value of the entire property? \$ 975,000.00 Current value of the portion you own? \$ 975,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple Ownership

☐ Check if this is community property (see instructions)

If you own or have more than one, list here:

1.2 6160 Shenandoah Avenue
Street address, if available, or other description

Los Angeles CA 90056
City State ZIP Code

Los Angeles
County

What is the property? Check all that apply.

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property

Current value of the entire property? \$ 1,010,000.00 Current value of the portion you own? \$ 1,010,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple Ownership

☐ Check if this is community property (see instructions)

Debtor 1	<u>Kimberly</u>	<u>Barbour</u>	Case number (if known): <u>2:16-bk-22878-BR</u>
	First Name	Middle Name	Last Name

1.3. Street address, if available, or other description

City	State	ZIP Code
------	-------	----------

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?

\$ _____ \$ _____

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ Check if this is community property
(see instructions)

Other information you wish to add about this item, such as local property identification number: _____

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.

\$ 1,985,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

3.1. Make: Lexus
 Model: RX330
 Year: 2005
 Approximate mileage: 145000
 Other information:

2005 Lexus RX330 (Paid)

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?

\$ 5,000.00 \$ 5,000.00

☐ Check if this is community property (see instructions)

If you own or have more than one, describe here:

3.2 Make: _____
 Model: _____
 Year: _____
 Approximate mileage: _____
 Other information: _____

Who has an interest in the property? Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?

§ _____ § _____

☐ Check if this is community property (see instructions)

Debtor 1 Kimberly Barbour Case number (if known) 2:16-bk-22878-BR
First Name Middle Name Last Name

3.3 Make: _____
 Model: _____
 Year: _____
 Approximate mileage: _____
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

3.4 Make: _____
 Model: _____
 Year: _____
 Approximate mileage: _____
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

4.1 Make: _____
 Model: _____
 Year: _____
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

If you own or have more than one, list here:

4.2 Make: _____
 Model: _____
 Year: _____
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here

\$5,000.00

Debtor 1 Kimberly Barbour
First Name Middle Name Last Name

Case number (if known) 2:16-bk-22878-BR

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the
portion you own?
Do not deduct secured claims
or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe..... Household Goods

\$5,000.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☒ No

☐ Yes. Describe.....

\$

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☐ No

☒ Yes. Describe..... Various Art

\$ 1,000.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ No

☐ Yes. Describe.....

\$

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No

☒ Yes. Describe..... Smith and Western 38 Caliber Handgun

\$ 250.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe..... Wearing Apparel

\$3,000.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe..... Misc. Jewelry

\$ 5,000.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

☒ No

☐ Yes. Describe.....

\$

14. Any other personal and household items you did not already list, including any health aids you did not list

☒ No

☐ Yes. Give specific
information.....

\$

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here →

\$ 14,250.00

Debtor 1 Kimberly Barbour Case number (if known) 2:16-bk-22878-BR
First Name Middle Name Last Name

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the
portion you own?
Do not deduct secured claims
or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☐ No

☒ Yes Cash: \$ 70.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes Institution name:

17.1. Checking account:	<u>Bank of the West Checking (Acc. 4334)</u>	<u>\$45.39</u>
17.2. Checking account:	<u>Bank of the West Checking (Acc. 4336)</u>	<u>\$93.72</u>
17.3. Savings account:	<u>US Bank Savings (Acc. 7551)</u>	<u>\$0.00</u>
17.4. Savings account:	_____	\$ _____
17.5. Certificates of deposit:	_____	\$ _____
17.6. Other financial account:	_____	\$ _____
17.7. Other financial account:	_____	\$ _____
17.8. Other financial account:	_____	\$ _____
17.9. Other financial account:	_____	\$ _____

See Attachment 1: Additional Deposits of Money

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No

☐ Yes Institution or issuer name:

_____ \$ _____
\$ _____
\$ _____

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

☐ No

☒ Yes. Give specific information about them.

Name of entity:	% of ownership:	
<u>Rene Moore Music, Inc. (FTB Forfeited)</u>	<u>100</u> %	<u>\$0.00</u>
<u>Rufftown Entertainment Group, Inc. (FTB Forfeited)</u>	<u>100</u> %	<u>\$0.00</u>
<u>Radio Multi-Media, Inc. (Delaware Corporation)</u>	<u>100</u> %	<u>\$0.00</u>

Debtor 1 Kimberly Barbour Case number (if known) 2:16-bk-22878-BR
First Name Middle Name Last Name

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No

☐ Yes. Give specific
information about
them.

Issuer name:

\$ _____

\$ _____

\$ _____

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No

☒ Yes. List each

account separately.

Type of account:

Institution name:

401(k) or similar plan:

Pension plan:

IRA:

Retirement account:

Keogh:

Additional account:

Additional account:

\$ _____
City of Los Angeles
\$ 508,500.71

\$ _____

\$ _____

\$ _____

\$ _____

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes

Institution name or individual:

Electric:

Gas:

Heating oil:

Security deposit on rental unit:

Prepaid rent:

Telephone:

Water:

Rented furniture:

Other:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes

Issuer name and description:

\$ _____

\$ _____

\$ _____

Debtor 1 Kimberly Barbour Case number (if known) 2:16-bk-22878-BR
First Name Middle Name Last Name

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

\$ _____

\$ _____

\$ _____

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them.

\$ _____

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☐ No

☒ Yes. Give specific information about them.

Various Master Recordings Secured via Wells Fargo UCC-1 related to Wells Fargo Loan to Ivan Rene Moore

\$ 0.00

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☐ No

☒ Yes. Give specific information about them.

Real Estate License

\$ 0.00

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.

Federal: \$ _____
State: \$ _____
Local: \$ _____

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.

Alimony: \$ _____
Maintenance: \$ _____
Support: \$ _____
Divorce settlement: \$ _____
Property settlement: \$ _____

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☐ No

☒ Yes. Give specific information. Loans and Advances Made to Ivan Rene Moore, Rene-More Music Inc., Rufftown Entertainment Group, Inc., and G&S Electronics

\$ 2,420,000.00

Debtor 1 Kimberly Barbour Case number (if known) 2:16-bk-22878-BR
First Name Middle Name Last Name

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☐ No

☒ Yes. Name the insurance company of each policy and list its value. ...

Company name:	Beneficiary:	Surrender or refund value:
<u>Los Angeles Police Department</u>	<u>Various</u>	<u>\$ 0.00</u>
<u>LAPRA Insurance Policy (Acct 1091)</u>	<u>Various</u>	<u>\$ 1,500.00</u>
<u>LAPRA Insurance Policy (Acct 4165)</u>	<u>George Barbour</u>	<u>\$ 4,000.00</u>

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information. ... \$ _____

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☐ No

☒ Yes. Describe each claim. ... Non-Debtor Spouse's Workman's Compensation Claim. Injury occurred in 2002. \$ 0.00

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☐ No

☒ Yes. Describe each claim. ... Cross Complaint Against Ivan Moore (Dismissed without Prejudice. Uncertain See Attachment 2) \$ 0.00

35. Any financial assets you did not already list

☒ No

☐ Yes. Give specific information. ... \$ _____

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here

\$ 2,935,671.36

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

☐ No. Go to Part 6.

☒ Yes. Go to line 38.

Current value of the portion you own?

Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

☐ No

☒ Yes. Describe. ... \$995.40 Levied by Ivan Rene Moore between March 5, 2014 and March 10, 2014 and currently held by Clerk of Court \$ 995.40

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

☐ No

☒ Yes. Describe. ... 1 Office Desk, 2 Printers/Fax and 2 Desktop Computer \$ 1,000.00

EXHIBIT

E

CD-130

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ivan Rene Moore 1236 Redondo Blvd Los Angeles California 90019 TELEPHONE NO.: 323 932 9439 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Pro Per		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles California 90012 BRANCH NAME: Central Branch		
PLAINTIFF: Ivan Rene Moore DEFENDANT: Kimberly Martin Bragg (aka) Kimberly Barbour		
WRIT OF POSSESSION <input checked="" type="checkbox"/> AFTER HEARING <input type="checkbox"/> EX PARTE		CASE NUMBER: BC 480 013

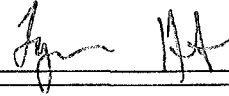
TO THE SHERIFF OR ANY MARSHAL OF THE COUNTY OF Los Angeles
YOU ARE DIRECTED:

 ORIGINAL

1. To levy upon and retain in your custody, until released or sold (Code Civ. Proc., § 514.030), the following property or any part of it (specify):
(See attachment 25 E) Per Court order Judge Rosenblatt Nov 8th 2013 turn property over to plaintiff Ivan Rene Moore. The Sheriff or Marshall of the County of Los Angeles shall use reasonable forcible entry to enter into the private place listed below for the purpose of levying on the personal property subject to this Writ of Possession.
2. To enter the following private place or places to take possession of the above-described property or some part of it (specify exact locations):
6150 Shenandoah Ave, Los Angeles Calif 90056
6160 Shenandoah Ave, Los Angeles Calif 90056
3. To return this writ and the certificate of your proceedings within 30 days after levy and service, but in no event later than 60 days after issuance of this writ.


Dated: **MAY 20 2021**

SHERRI R. CARTER Clerk, by



T. HEATH

, Deputy

(SEAL) 	NOTICE TO DEFENDANT: The plaintiff has filed with the court a written undertaking, a copy of which is attached. You have the right to object to the plaintiff's undertaking on a ground specified in Code of Civil Procedure section 995.920 and in the manner provided in Code of Civil Procedure section 515.030 or to obtain redelivery of the property by filing a written undertaking of your own, in an amount equal to the plaintiff's undertaking or as determined by the court under Code of Civil Procedure sections 515.010 and 515.020. You also have other rights under Code of Civil Procedure sections 512.020–512.120. If your property has been taken under an ex parte writ of possession, you may apply under Code of Civil Procedure section 512.020(b) for an order that the writ be quashed, any property levied on be released, and for other relief as provided in that section, including an award of damages for any loss sustained by you as a proximate result of the levy.
---	---

Attachment 25 E
Judgement Order

The Court grants Plaintiff IVAN RENE MOORE's request for return of property and orders KIMBERLY MARTIN-BRAGG to return to IVAN RENE MOORE'S clothing, shoes, kitchen equipment, personal property, piano, SSLK console, masters, 71 Camaro, and personal legal documents consistent with the evidence presented at trial.

This order provides that IVAN RENE MOORE is entitled to the return of all of said property in KIMBERLY MARTIN-BRAGG'S possession or control including that which is in storage. KIMBERLY MARTIN-BRAGG, her agents, and anyone acting on her behalf are ordered not to sell, give away, damage or keep from IVAN RENE MOORE any of the property that is ordered to be returned. Kimber Martin-Bragg is ordered to have the property returned to IVAN RENE MOORE

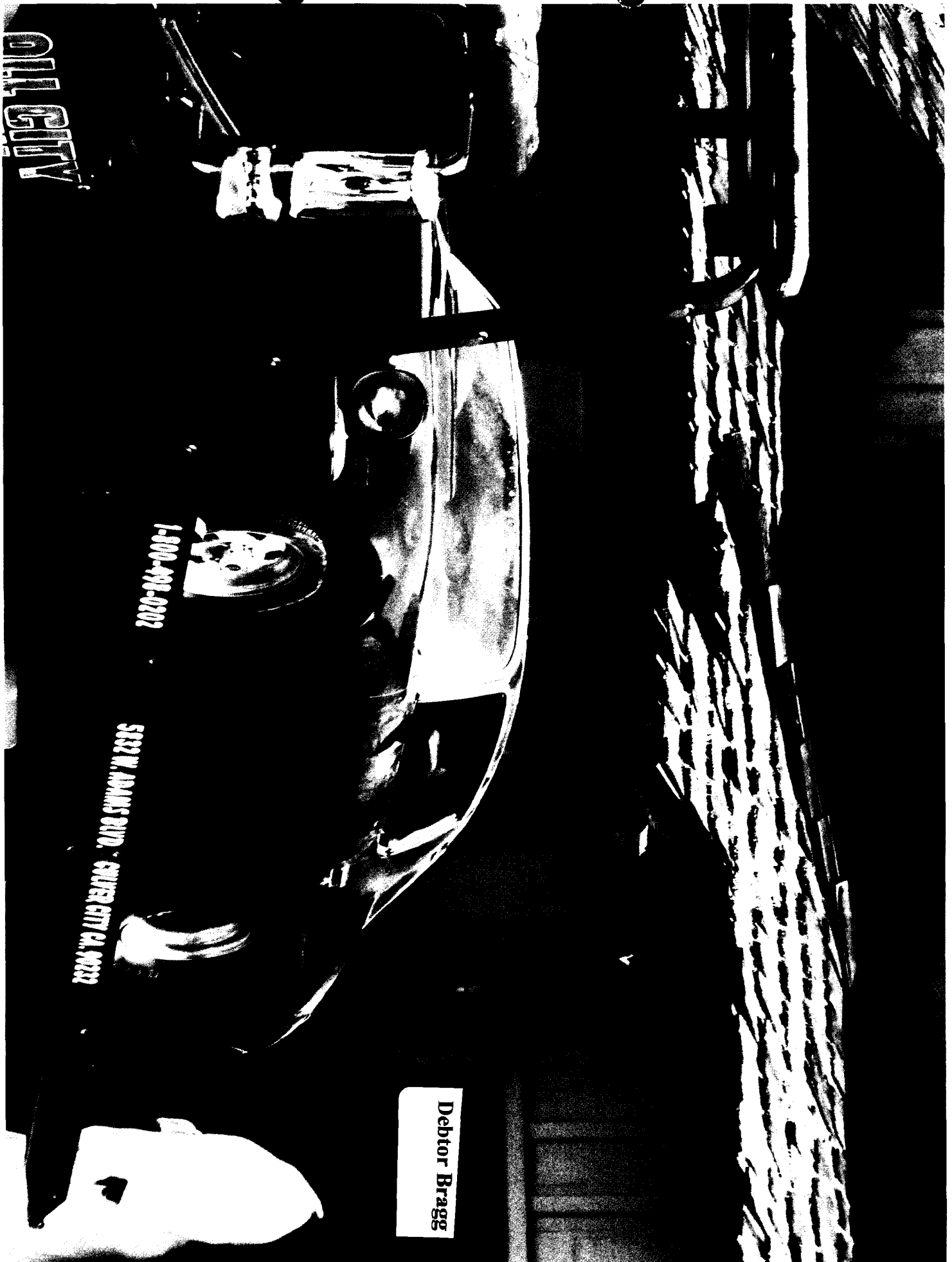
EXHIBIT

F

Debtor Bragg

EXHIBIT

G



EXHIBIT

H





EXHIBIT

J

Friday, February 16, 2018

Opinion Report

Beth Chrisman
Certified Questioned Document Examiner
6320 Canoga Ave, 15th Floor
Woodland Hills, CA 91367
Phone: 310-910-3993
Fax: 310-861-1614
Beth@HandwritingExpertCalifornia.com

This report contains a statement of the request of the client, descriptions of the questioned and comparison documents, a synopsis of the examination conducted, and this document examiner's opinion.

Request

I was asked to compare the known handwriting of Kimberly Martin-Bragg to the questioned date on the questioned document to determine if the Kimberly Martin-Bragg of the known documents wrote the date in question.

Description of the Questioned Document

I examined the following questioned document:

- Q1** Page 2 of 2 titled 'Order' from a Clerk's Application To Vacate and Order regarding Bragg vs Moore allegedly dated '3-5-15' and signed by a Judicial Officer.

Description of the Known/Comparison Documents

I examined the following known/comparison documents:

- K1** Check number 16 dated January 31, 2005, handwritten and signed by Kimberly Martin-Bragg.
- K2** Check number 28 dated June 15, 2005 and check number 29 dated July 26, 2005, both handwritten and signed by Kimberly Martin-Bragg.
- K3** Check number 20 dated April 25, 2005 and check number 25 dated May 23, 2005, both handwritten and signed by Kimberly Martin-Bragg.

Friday, February 16, 2018

Examinations & Observations

As a result of the examination and analysis, my observations are as follows:

1. Known specimen samples of Kimberly Martin-Bragg were presented for examination. The known handwriting was intercompared and it was determined the handwriting is internally consistent and indeed written by one writer.
2. The questioned handwritten date was compared to the known specimen samples. On the basis of my examination there are similarities observed in number formations that are distinctly similar.
3. As I was completing my examination regarding the date I noticed that the signature of Kimberly Martin-Bragg was similar in stroke formation to the signature of the Judicial Officer next to the date in question. I then completed a comparison and evaluation of the 'Judicial Officer' signature and the signatures of Kimberly Martin-Bragg.
4. The questioned numerals in the date of '3-5-15' fall within the normal range of variation exhibited in the genuine handwriting of Kimberly Martin-Bragg.
5. Some of the stroke formations in the signature of the 'Judicial Officer' fall within the normal range of variation exhibited in the signatures of Kimberly Martin-Bragg.

Disguised writing is pure invention designed to change the appearance of one's natural writing style so as to deceive the recipient and conceal the identity. In almost every instance, the disguise is superficial because only the slant and a few obvious forms are changed. During the course of movement, inconspicuous habits will assert themselves unconsciously to announce the identity of the writer. Because the writer is not consciously aware of his or her any habits and cannot remember at once all the innate features, control cannot be exerted to eliminate them. Edna Robertson, Fundamentals of Document Examination

See Appendix B for a comparison of the dates and signatures

Basis of Opinion

The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus, writing habits or individual characteristics distinguish one person's handwriting from another.

A process of analysis, comparison and evaluation is conducted.

Based on the conclusions of the expert, an opinion will be expressed. See opinion levels for expressing conclusions in Appendix C.

Opinion

Based on a thorough analysis of the documents submitted to me, my professional expert opinion is there is a strong probability that the Kimberly Martin-Bragg of the known writing wrote the date in question and signed as the 'Judicial Officer' on the questioned document.

Friday, February 16, 2018

Declarations and Signature

Attached as Appendix A is a current copy of my CV as evidence of my special knowledge, skill, experience, training and education.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Woodland Hills, California this 16th day of February 2018.



Beth Chrisman

Friday, February 16, 2018

CURRICULUM VITAE

Beth Chrisman

Certified Questioned Document Examiner

6320 Canoga Ave, 15th Floor

Woodland Hills, CA 91367

Phone: 310-910-3993

Fax: 310-861-1614

Beth@HandwritingExpertCalifornia.com

I am, Beth Chrisman, a certified and court qualified Questioned Document Examiner. Beginning my career in 2006, I have examined over 1200 document examination cases involving over 22,000 documents. I trained with the International School of Forensic Document Examination and apprenticed under a court-qualified Forensic Document Expert.

Opinions Rendered in Various Types of Questioned Examination Cases Include:

Disputed documents or signatures including: wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including: questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education

- Bachelor of Science in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas. Graduation Date May 2005
 - International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008
- Specific Areas of Training:*

Handwriting Identification, Signature Comparison, Techniques for Distinguishing Forged Signatures, Disguised Handwriting, Altered Numbers, Anonymous Writing, Laboratory Procedures, Forensic Microscopy and Forensic Photography, Identifying Printing Methods, Papers and Watermarks, Factors that Affect Writing, Demonstrative Evidence, Forgery Detection Techniques, Detection of Forged Checks, Document Image Enhancement, Ethics in Business and the Legal System, Participation in Mock Courtroom Trails.

- American Institute of Applied Science; 101Q Questioned Documents course completed
- 3-year on-the-job apprenticeship with Bart Baggett, a court qualified document examiner from October 2006 through October 2009. My apprenticeship include all aspects of running the office, examining cases, writing reports and declarations, on-site examinations, taking exemplars, deposition and trial testimony. I managed 204 cases consisting of 2157 documents during this time.

In addition, I began taking individual cases that were mentored and/or peer reviewed by Bart Baggett.

Friday, February 16, 2018

- ACFEI Conference October 2009, Las Vegas, NV. (American College of Forensic Examiners International) Attended specific lectures on ink and paper counterfeiting by FBI personnel.
- CTS (Collaborative Testing Services) Participated in the Handwriting Examination proficiency test in 2012; correctly identifying who wrote the questioned documents.
- SAFE Annual Conference August 14– 16, 2014, Boca Raton, FL. (Scientific Association of Forensic Examiners) Earning 19 hours of training.
- SAFE Annual Conference July 31, 2015 and August 28, 2015. (Scientific Association of Forensic Examiners) Earning 6.5 hours of continuing education training.
- IADE Annual Conference September 11, 12, and 13, 2015, Jamaica. (International Association of Document Examiners) Earning 24 hours of continuing education training.
- SAFE Annual Conference July 29, 2016 and August 26, 2016. (Scientific Association of Forensic Examiners) Earning 12 hours of continuing education training.
- SAFE Annual Conference August 4, 2017 and August 25, 2017. (Scientific Association of Forensic Examiners) Earning 9.25 hours of continuing education training.
- IADE Annual Conference September 7, 8, and 9, 2017, Denver, CO. (International Association of Document Examiners) Earning 19.5 hours of continuing education training.

Further Qualifications:

Member of SAFE since August 2014.
Member of IADE since January 2015.
Certification by IADE September 2015

From May 2010 through May 2014 I was the Director of the International School of Forensic Document Examination; creating curriculum, choosing textbooks, creating schedules and overseeing student apprentice qualifications for students worldwide. I taught and mentored students worldwide, including students in the United States, New Zealand, Australia, India and Slovakia.

Laboratory Equipment:

Numerous magnifying devices including 30x, 20x and 10x loupes, light box, protractor, calipers, metric measuring devices, slope protractor and letter frequency plate, handwriting letter slant and comparison plate, typewriter measurement plate, type angle plate, digital photography equipment, Celestron digital hand-held microscope, zOrb 35x digital microscope, an illuminated stereo microscope, HP PC, high resolution printers, scanners, a high-resolution facsimile machine, and a copy machine.

Library

Numerous forensic document examination titles and other handwriting reference materials.

Friday, February 16, 2018

QUESTIONED

KNOWN

Q1

↓ ↓ ↓
3-5-15

K1 - #16

↓ ↓ ↓
1/31/05 5,000.00

K2 - #28

↓ ↓ ↓
6/15/05 \$3,000.00

K2 - #29

↓ ↓ ↓
7/24/05 5,000.00

K3 - #20

↓ ↓ ↓
4/28/05

K3 - #25

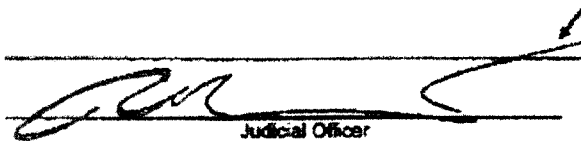
↓ ↓ ↓
5/20/05

Friday, February 16, 2018

QUESTIONED

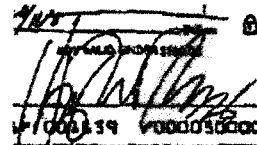
KNOWN

Q1



Judicial Officer

K1 - #16

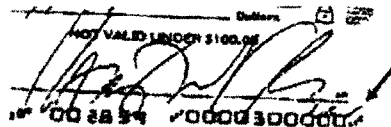


NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

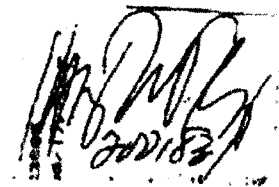


NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

K2 - #28

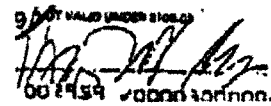


NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

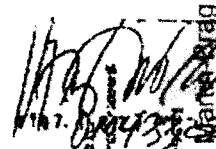


NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

K2 - #29

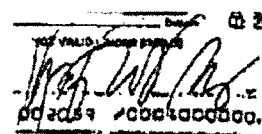


NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000



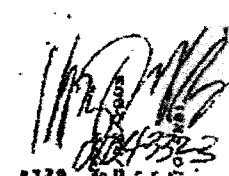
NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

K3 - #20



NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

K3 - #25



NOT VALID UNDER \$100.00
00 2 1 5 9 0000 100000

Friday, February 16, 2018

OPINION LEVELS FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

Short Title Bragg vs Moore	Case Number BC459449
--------------------------------------	--------------------------------

ORDER

Upon consideration of the Clerk's Application and review of the Court file, it is ordered that:

- ☐ The default(s) of the defendant(s) named in the application is/are vacated.
☐ The dismissal entered on _____ is vacated.
☐ The judgment entered on _____ is vacated.
☐ The trial/hearing date of _____ is vacated.
☐ The stay of execution is lifted. ☐ Writ ☐ Abstract is to issue forthwith.
☒ The execution and levy is quashed. ☒ Writ ☐ Abstract is recalled. Clerk is to deliver a certified copy of this order to the levying officer forthwith.
☐ Other: _____

Dated: _____

3-5-15

Judicial Officer

CLERK'S CERTIFICATION

I certify that the foregoing is a true and correct copy of the original on file in the Clerk's Office.

SHERRI R. CARTER, Executive Officer/Clerk

Dated: 03/05/15

By: _____

C. JASPER
Deputy Clerk

Certified copy of this order forwarded to the levying officer by:

☒ Personally delivering a copy on 03/05/15 to Deputy Rm Badge # _____

☐ Mailing a copy via the U.S. Mail on _____ at _____ to the following address: _____

Dated: 03/05/15

C. JASPER
Deputy Clerk

CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Clerk's Application to Vacate and Order upon each party or counsel named below by depositing in the United States mail at the courthouse located in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

Ivan Rene Moore
1236 Redondo Blvd.
Los Angeles, California 90019

Kimberly Martin Bragg
6150 Shenandoah Avenue
Los Angeles, California 90056

Dated: _____

03/05/15

SHERRI R. CARTER, Executive Officer/Clerk

By: _____

C. JASPER
Deputy Clerk

2

021305003
02/01/2005
6550212014

This is a LEGAL COPY of
your check. You can use
it the same way you
would use the original
check.

1220001661 02/01/2005
420026179

KIMBERLY MARTIN BRAGG 8184 SHERWOOD AVE LOS ANGELES CA 90005		16
Date <u>1/31/05</u>		1-788/2228
Pay to the order of <u>G&S ELECTRONICS</u>	\$ <u>5,000.00</u>	
<u>FIVE THOUSAND 00/100</u>		
GreenPoint Mortgage	NOT VALID UNDER \$10000	
For <u>LOAN</u>	<u>[Signature]</u>	
⑆226070555⑆ 008361707⑆ 001659 ⑈0000500000⑈		

⑆226070555⑆ 008361707⑆ 001659 ⑈0000500000⑈

Account 0000000083617076
Amount 5000.00
Post Date 20050201
Sequence 441780418

Routing 226070555
OF6 4
Check 0000001659
Tran 000000

<p>021305003* 02/01/2005 6550212014</p> <p>022 655-5 587 04 021305003* 02/01/2005 6550212014</p> <p>064950781 P-064950781 P-064950781 012400450418 02-01-05 441780418 1658 1658 14</p> <p>FILED 02/01/2005 LOS ANGELES 122105278 0523053572</p>	<p>064950781 P-064950781 P-064950781 012400450418 02-01-05 441780418 1658 1658 14</p> <p>021305003* 02/01/2005 6550212014</p> <p>022 655-5 587 04 021305003* 02/01/2005 6550212014</p> <p>064950781 P-064950781 P-064950781 012400450418 02-01-05 441780418 1658 1658 14</p> <p>FILED 02/01/2005 LOS ANGELES 122105278 0523053572</p>
---	---

03:32

[illegible]

K2

EXHIBIT

K

RECORDING REQUESTED BY

Order No. Escrow No.
AND WHEN RECORDED MAIL TO
Name Inoest Pointe
Address 6160 Shenandoah Ave
City & State Los Angeles, CA 90056
Attention :

COPY of Document Recorded

Has not been compared
Original will be returned
processing has been
LOS ANGELES COUNTY REGISTER

2009-103753

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(INDIVIDUAL)

(DUE ON SALE CLAUSE)

A.P.N. 5084-030-027

This Deed of Trust, made this 17th day of January, 2009, between

Keith A. Rouster, herein called Trustor,
whose address is 1236-1238 S. Redondo Blvd., Los Angeles, CA 90019
(number and street) (city) (state) (zip)

North American Title Company, a California corporation, herein called Trustee, and Excel Group, Nexus Point
Inoest Pointe, Exlon Enterprise, Brite Mind Services, Best CO Investments,
Ameriprise Service, Prime Ventures

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE,
that property in City of Los Angeles LOS ANGELES County, California, described as:

LEGAL DESCRIPTION : Lot 372 of Tract No. 5069 in the City of Los Angeles, County
of Los Angeles, State of California, as per map Recorded in Book 56 Page(s)
82-85 of Maps in the Office of the County Recorder of said County.

Commonly Known As 1236-1238 S. Redondo Boulevard, Los Angeles, CA 90019

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested
of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent
of the beneficiary being first had and obtained, beneficiary, shall have the right, at its option, except as prohibited by
law, to declare an indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidenc-
ing the same, immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the
right to require such consent to future successive transactions.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to
and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such
rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof,
in the principal sum of \$ 30,950--- executed by Trustor in favor of Beneficiary or order. 3. Payment of such
further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another
note (or notes) reciting it is so secured.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE REPORT

CHP 180 (Rev. 4-16) OPI 061

NOTE: CHP 180 IS FURNISHED TO ALL PEACE OFFICERS BY THE CALIFORNIA HIGHWAY PATROL

*** RECOVERED ***

REPORTING DEPARTMENT 7SD/CPD/MDR		LOCATION CODE 1900-65	DATE / TIME OF REPORT 7-21/1122	NOTICE OF STORED VEHICLE DELIVERED PERSONALLY <input type="checkbox"/>	FILE NO. 92-01705 2766-732
LOCATION TOWED / STOLEN FROM 6150 SHENANDOAH AVE LAD		ODOMETER READING —	VIN CLEAR IN SVS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE / TIME DISPATCH NOTIFIED 7-21/1122	LOG NO. 39
YEAR 72	MAKE CHEV	MODEL 71228	BODY TYPE 2D	COLOR PURPLE	LICENSE NO. 3VP2006
VEHICLE IDENTIFICATION NO. 11Q87H2N146409		ENGINE NO. —	VALUATION BY <input checked="" type="checkbox"/> OFFICER <input type="checkbox"/> OWNER		
REGISTERED OWNER MOORE IVAN RENE 20929 VENTURA BL #47 WOODLAND HILLS CA 91364			LEGAL OWNER <input checked="" type="checkbox"/> SAME AS R/O		
<input type="checkbox"/> STORED <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> RELEASED <input checked="" type="checkbox"/> RECOVERED - VEHICLE / COMPONENT					
TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE) ALL CITY TOW 5832 WEST ADAMS BL, CULVER CITY CA 90232				STORAGE AUTHORITY / REASON 22651(C) CVC	
REASON FOR STOP N/A		AIRBAG? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DRIVEABLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	VIN SWITCHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

NOTICE OF STORED VEHICLE (22852VC)

NOTE: CHP180 IS FURNISHED TO ALL PEACE OFFICERS BY THE CALIFORNIA HIGHWAY PATROL

ATTENTION VEHICLE OWNER

The vehicle identified on the reverse side, registered/owner in your name, was stored pursuant to the provisions of the California Vehicle Code (VC) by the agency shown below.

Under the provisions of Sections 22852 VC, you have the right to a hearing to determine the legality of this storage. If you choose to contest the legality of this storage, you must request the hearing in writing, in person, or by telephone at the office identified as the Storing Agency on this form. The vehicle storage hearing is an informal process to determine whether or not a vehicle was stored legally.

Your request for a hearing must be received within ten (10) days from the date of this notice. If you request a hearing, it will be conducted within 48 hours of the request, excluding weekends and holidays. Your failure to request or attend a scheduled hearing shall satisfy the Post-Storage Validity requirements of Section 22852 VC.

If the hearing determines the storage to be unlawful, the storing agency will be responsible for the towing and storage charges. If you have any questions, or if this vehicle is no longer owned by you, please contact the Storing Agency shown below.

B. CERTIFICATION

I hereby certify that notices with postage prepaid were deposited in the United States Mail, and these notices, of which this is a copy, were addressed to the person named herein.

Name/Title R. Matzen, Sheriff Station Clerk II	Location Marina del Rey Station	Date Deposited CORRECT PROCESS DATE: July 09, 2021
--	---	--

C. NOTICE TO DEPARTMENT OF JUSTICE

☐ Owner cannot be identified

☐ Owner cannot be notified

We have been unable to give notice to the owner of record as required by Section, 22852 VC and the vehicle, after 120 hours of storage, has not been returned.
Send to Department of Justice, Stolen Vehicle Unit, P.O. Box 903417, Sacramento, CA 94203-4170

STORING AGENCY

MARINA DEL REY STATION
13851 Fiji Way
MARINA DEL REY, CA 90292
(310) 482-6000



B1040 (FORM 1040) (12/15)

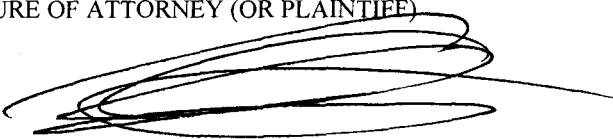
ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS <i>IVAN RENE MOORE</i>	DEFENDANTS <i>KIMBERLY BARBOUR (AKA) Kim Beely Martin - def</i> <i>SEE ATTACHMENT</i>			
ATTORNEYS (Firm Name, Address, and Telephone No.) <i>1236 RENDON BLVD</i> <i>L.A. CALIF 90015</i>	ATTORNEYS (If Known) <i>STEVEN SELIGMAN 10940 WILLOW BLVD</i> <i>DICKERIDGE SCARBOROUGH LA CALIF 90024</i>			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <i>BANKRUPTCY FRAUD 18 USC 157; 152; 548 FRAUD UPON THE COURT FRCP Rule 60; 11 USC 523; 727</i> <i>VACATE PURPORTED DISCHARGE; POSITIVE DAMAGES AGAINST ALL DEFENDANTS</i>				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> Check if this case involves a substantive issue of state law <input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ <i>67,000,000.00</i> </td> </tr> </table>			<input type="checkbox"/> Check if this case involves a substantive issue of state law <input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ <i>67,000,000.00</i>
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ <i>67,000,000.00</i>			
Other Relief Sought <i>VACATE PURPORTED DISMISSAL; VACATE PURPORTED DISCHARGE; VACATE SANCTIONS; LOSS OF INCOME; DEBTOR'S BANKRUPTCY DISMISSED FOR FRAUD; POSITIVE DAMAGES AGAINST ALL DEFENDANTS</i>				

RECEIVED

MAR 29 2022

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR <i>Kimberly BARBOE</i>	BANKRUPTCY CASE NO. <i>2:16-BK-12878 BL</i>	
DISTRICT IN WHICH CASE IS PENDING <i>CENTRAL</i>	DIVISION OFFICE	NAME OF JUDGE <i>BARRY ROSSER</i>
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE <i>MARCH 28 2022</i>	PRINT NAME OF ATTORNEY (OR PLAINTIFF) <i>IVAW RENE MOORE</i>	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

ATTACHMENT TO ADVERSARIAL COVER SHEET

Additional defendants:

STEVEN A. SCHUMAN, LEE T. DICKER, LEORNARD, LAW OFFICE OF PETER M.
LIVELY, DICKER & SCHREIBER LLP, Defendants.; and DOES 1 through 10, Defendants

ADDRESS OF PLAINTIFF:

IVAN RENE MOORE

1236 Redondo Boulevard
Los Angeles, California 90019
Telephone: (323) 932-9439

ADDRESS OF DEFENDANTS:

KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR
6150 Shenandoah Avenue
Los Angeles, California 90056
(310) 418-9477

STEVEN A. SCHUMAN,
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

LEE T. DICKER,
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

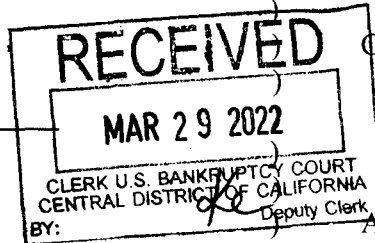
LEORNARD, LAW OFFICE OF PETER M. LIVELY, DICKER & SCHREIBER LLP
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

B2500A (Form 2500A) (12/15)

United States Bankruptcy Court

CENTRAL District Of CALIFORNIA

In re Kimberly Barbour,)
Debtor) Case No. 2:16-BK-22878-BR
Ivan Rene Moore)
Plaintiff) Chapter 7
v.)
Kimberly Barbour (see attachment) Adv. Proc. No. _____
Defendant)



SUMMONS IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons with the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Address of the clerk: US Bankruptcy Court
Central District Los Angeles Division
255 East Temple Street
Los Angeles, 90012

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Name and Address of Plaintiff's Attorney:

Ivan Rene Moore 1236 Redondo Blvd Los Angeles, Ca 90019

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

(Clerk of the Bankruptcy Court)
Date: _____ By: _____ (Deputy Clerk)

ATTACHMENT TO ADVERSARIAL COVER SHEET

Additional defendants:

STEVEN A. SCHUMAN, LEE T. DICKER, LEORNARD, LAW OFFICE OF PETER M.
LIVELY, DICKER & SCHREIBER LLP, Defendants.; and DOES 1 through 10, Defendants

ADDRESS OF PLAINTIFF:

IVAN RENE MOORE

1236 Redondo Boulevard
Los Angeles, California 90019
Telephone: (323) 932-9439

ADDRESS OF DEFENDANTS:

KIMBERLY MARTIN-BRAGG AKA KIMBERLY BARBOUR
6150 Shenandoah Avenue
Los Angeles, California 90056
(310) 418-9477

STEVEN A. SCHUMAN,
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

LEE T. DICKER,
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

LEORNARD, LAW OFFICE OF PETER M. LIVELY, DICKER & SCHREIBER LLP
10940 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024-3963

B2500A (Form 2500A) (12/15)

CERTIFICATE OF SERVICE

I, _____ (name), certify that service of this summons and a copy of the complaint was made _____ (date) by:

- ☐ Mail service: Regular, first class United States mail, postage fully pre-paid, addressed to:
- ☐ Personal Service: By leaving the process with the defendant or with an officer or agent of defendant at:
- ☐ Residence Service: By leaving the process with the following adult at:
- ☐ Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at:
- ☐ Publication: The defendant was served as follows: [Describe briefly]
- ☐ State Law: The defendant was served pursuant to the laws of the State of _____, as follows: [Describe briefly]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

Date _____ Signature _____

Print Name:

Business Address:

